

**FINAL TITLE SEARCH REPORT
FOR GULFCO MARINE SITE
FREEPORT, TEXAS**

**VOLUME 1 OF 4
TITLE REPORT AND ABSTRACTS**

Contract No.: 68-W-00-091

Submitted to:

U.S. Environmental Protection Agency
Region VI
Dallas, Texas

Submitted by:

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1.0 INTRODUCTION

The United States Environmental Protection Agency (US EPA) Region VI requested that SAIC review title documents at the Brazos Coast Investment Company Subdivision, Division 8 site. The site is located at 906 Marlin Avenue, Freeport, Texas, 77541. The site consists of Tract Nos. 21 through 25 of the Bridge Harbor Division on the south side of Marlin Avenue (main facility) and Tracts 55 through 58 of the Bridge Harbor Division on the north side of Marlin Avenue (Figure 1, Brazoria County Tax Map). Tract Nos. 21 through 25 are approximately four acre tracts bordered on the south by the Intracoastal Waterway, making the primary facility approximately 20 acres in size. Tracts 55 through 58 are approximately five acre tracts on the north side of Marlin Avenue, totaling twenty acres (see Figure 2, and Figure 3, Aerial Photos, Brazoria County, B. C. I. C., Division 8). Over the years, through conveyances to the United States of America, the total acreage of the site affecting Tract Nos. 21-25 has decreased, due to easements and condemnation for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River.

The objective of this title search was to compile existing information, identify gaps and conduct research to fill in the gaps, and to identify the past and present owner or owners of the real property comprising the site from the 1930s to the present.

Information obtained from the title documents is referenced in this report. Title documents are listed in Appendix A. Title documents are cited as D-1, D-2, D-3, etc. The title abstracts are located in Appendix B and Attachment 2 contains the title tree diagrams.

1.1 Methodology

The U.S. Environmental Protection Agency's primary contact for this work assignment, Ms. Janice Bivens, was contacted to discuss the history and research objectives for this assignment and to obtain specific directions regarding the information to be developed. The SAIC Primary Investigator for this work assignment is Mr. Reed Haddock.

SAIC, through SAIC's Task Order Manager, Mr. Robert Fodor, received title documents for the Gulfco Marine site on October 5, 2000. These documents were collected by Stewart Title of Brazoria County, Inc. The documents cover activities at the site from the 1930s to the present. The condition of title for the Gulfco, Inc., site is described in the title narrative.

1.2 Legal Description

A legal description for Tract Nos. 21, 21A, 21B, 22, 23, 24, 24A, 25, 55, 56, 57, and 58 follows:

Tract 21 originally was conveyed in a parcel of about four acres. Later, the same property was conveyed as three separate parcels, totaling four acres: Tract 21A, Tract 21B and a smaller Tract 21. The three tracts are conveyed separate for the first time in two deeds: a Partition Deed, dated May 31, 1966, between Sam E. Dunnam, a/k/a S.E. Dunnam, Jr., Executor of the Estate of Virginia Illig Dunnam and Sam E. Dunnam, Carter Byron Christie, Kay Christie, Craig Hart

Figure 1 Brazoria County Tax Map, Subdivision 8

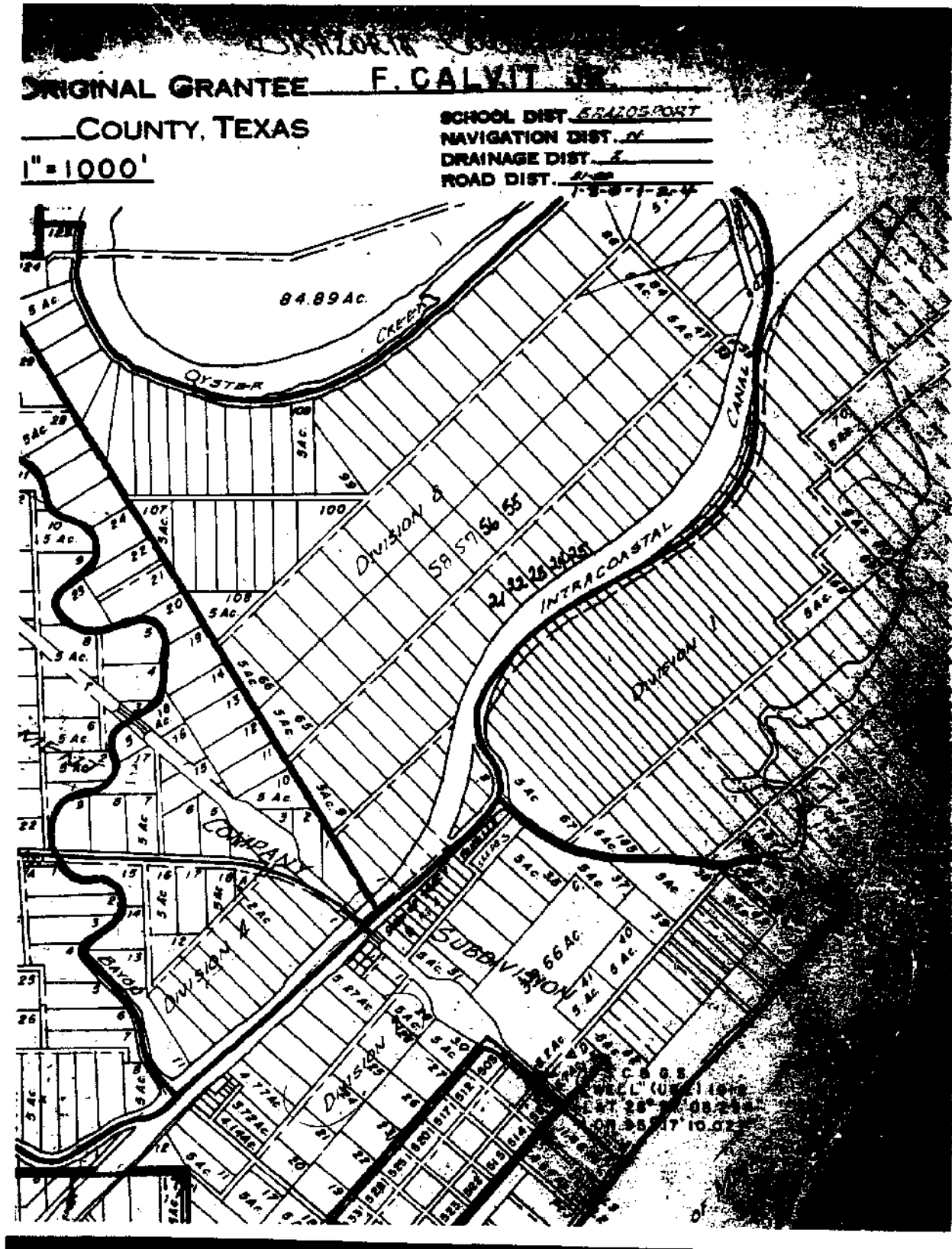


Figure 2 Brazoria County Aerial Map, B.C.I.C. Division 8

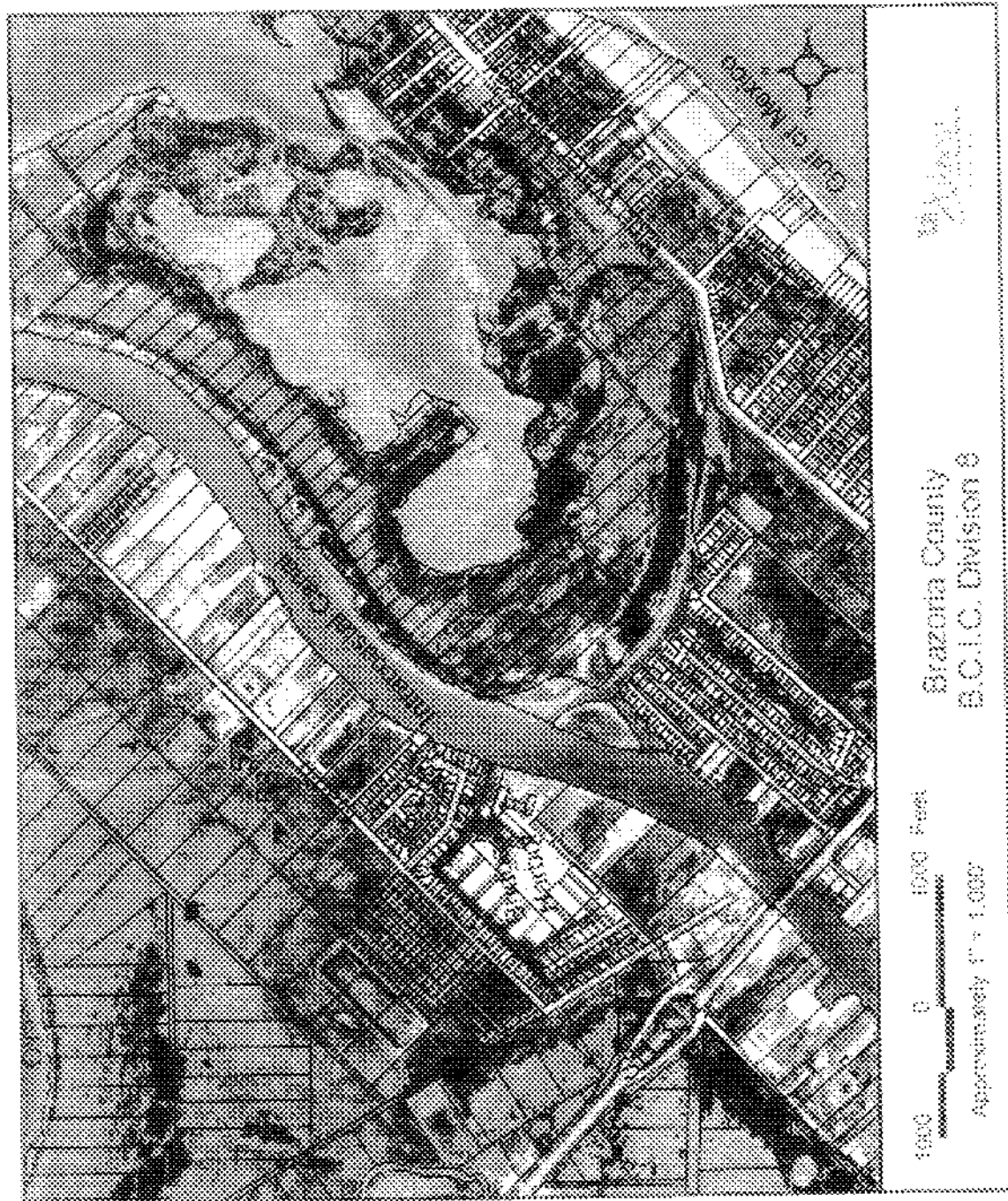
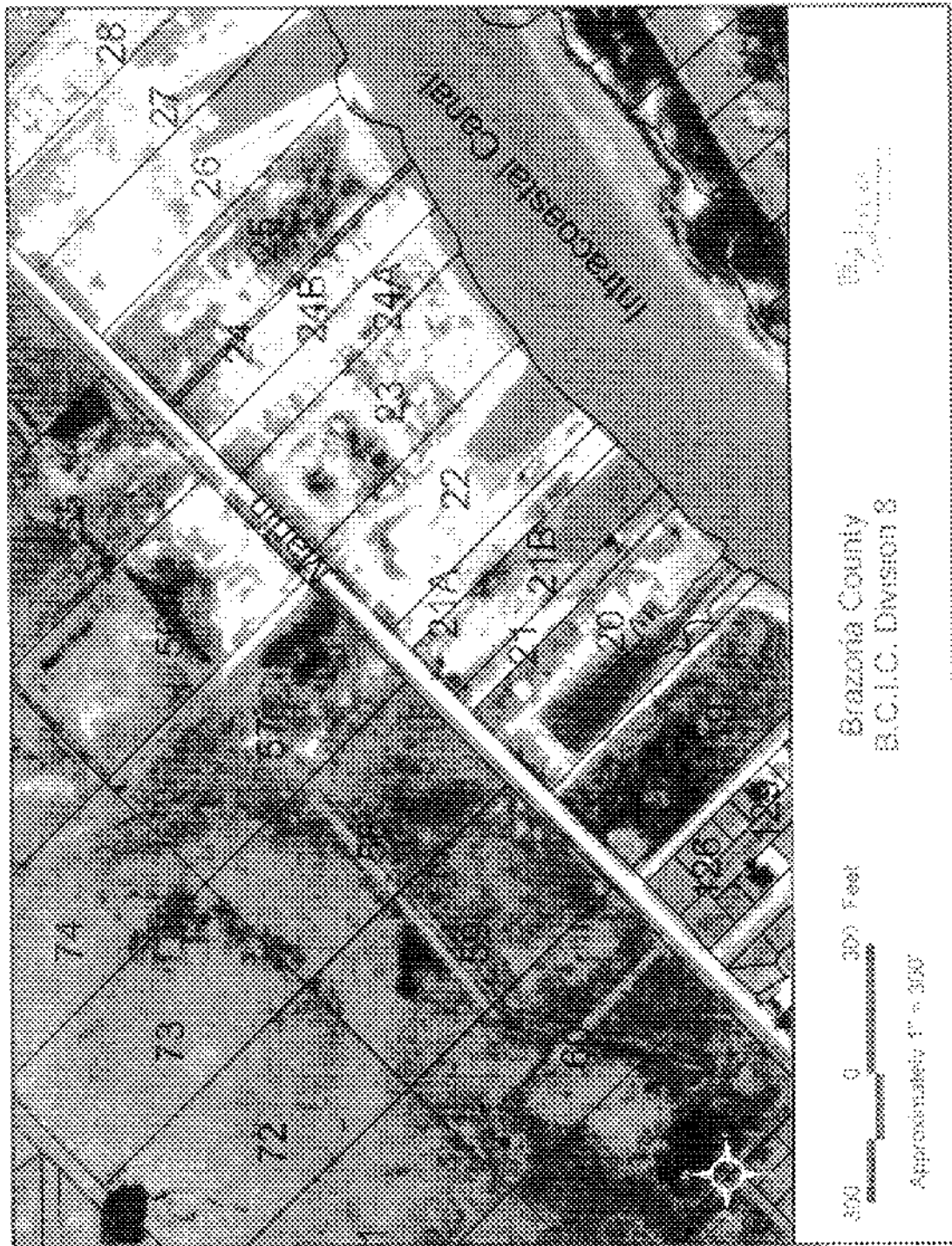


Figure 3 Brazoria County Aerial Map, B.C.L.C. Division 8



Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr., recorded on May 20, 1969 (D-27) and in a Deed, dated July 2, 1969, between Carl M. Carroll, Jr., and Fred H. Ramer, Sr., and Billy G. Sandlin and Bobby L. Tanner, recorded on September 5, 1969 (D-30). The following legal description located at D- 2 describes Tract Nos.21: Tract No. 21, in Subdivision 8 of the F. J. Calvit League, Abstract No. 51; said Tract No. 21 being 5 acres of land, more or less, situated in the County of Brazoria and State of Texas. Tract No. 21 was partition out into Tract No. 21A, 21, and 21B (D-27).

The following legal description describes Tract No. 21A:

Beginning at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County Texas. Said beginning point S 45 degrees 36 feet East 20 feet from the original North corner of said Tract 21;

THENCE, South 45 degrees 36 minutes East along the division line of Tracts 21 and 22, at 650 feet pass an iron rod, a total distance of 661 feet to the Bank of the Intracoastal Canal;

THENCE, South 42 degrees 40 minutes West 65.96 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE, North 45 degrees 36 minutes West, at 13 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE, North 44 degrees 24 minutes East 65.93 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.002 acres of land more or less and is known as Tract No. 21A (D-27);

The following legal description describes Tract No. 21:

Beginning at an iron rod which bears South 45 degrees 36 minutes East 20 feet and South 44 degrees 24 minutes West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas,

THENCE, South 45 degrees 36 minutes East at 640 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal to a point for corner;

THENCE, South 48 degrees 44 minutes West 66.11 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE, North 45 degrees 36 minutes West along the division line of Tracts 20 and 21, at 14 feet pass an iron rod, a total distance of 654 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE, North 44 degrees 24 minutes East 65.92 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land more or less and is known as Tract No. 21 (D-27);

The following legal description describes Tract No. 21B :

Beginning at an iron rod which bears South 45 degrees 36 minutes East 20 feet and South 44 degrees 24 minutes West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas,

THENCE, South 45 degrees 36 minutes East at 650 feet pass an iron rod, a total distance of 663.00 feet to the bank of the Intracoastal Canal to a point for corner;

THENCE, South 50 degrees 30 minutes West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE, North 45 degrees 36 minutes West at 9 feet pass an iron rod, a total distance of 649 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE, North 44 degrees 24 minutes East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acre of land more or less and is known as Tract No. 21B (D-27);

Tract No. 22, Brazos Coast Investment Company Subdivision No. 8, F. G. Calvit League, Abstract No. 51, Brazoria County, Texas (D-71);

Tract No. 23, being 5 acres, in sub-division No. 8 of the F. J. Calvit, Abstract 51 of Brazos Coast Investment Company's subdivision and Survey, according to the map or plat of same on file in the office of the County Clerk of Brazoria County, Texas (D-86);

Tract No. 24, in Division No. 8 of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County on September 22, 1932 (D-112);

A portion of Tract No. 24 was conveyed by a Deed, on February 14, 1975, between J. O. Angle and Guloco, Inc., a Texas corporation, recorded on February 14, 1975 (D-147). This portion is now known as Tract No. 24A. **The following legal description describes Tract No. 24A:**

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's subdivision Number 8, F. J. Calvit, Jr., Survey,

Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described by metes and bounds as follows;

Beginning at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE, North 44 degrees 24 minutes East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE, South 45 degrees 36 minutes East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE, in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;

THENCE, North 45 degrees 36 minutes West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning (D-130 and D-147));

Another portion of Tract 24, was conveyed in a Deed dated November 17, 1964, from A.B. Williamson and wife, Margaret G. Williamson to Vernon C. Wilson (D-133). **The following legal description describes this portion of Tract No. 24:**

The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, described by metes and bounds as follows:

Beginning at a point 110 feet North 44 degrees 24 minutes East of the Northwest corner of Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE, North 44 degrees 24 minutes East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract;

THENCE, South 45 degrees 36 minutes East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this lot;

THENCE, in a Westerly direction following the meanders of said canal approximately 110 feet to the Southeast corner of Tract 24A, said point being the Southwest corner of this tract:

THENCE, North 45 degrees 36 minutes West and parallel to the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning. (D-133).

Tract No. 25, in Division No. 8 in the Brazos Coast Investment Company Subdivision of part of the F. J. Calvit League, Abstract No. 51 in Brazoria County, Texas according to the recorded plat of such subdivision in Plat Book No. 2, page 144 (D-157);

Tract No. 55, in Division No. 8 of the Brazos Coast Investment Company subdivision of the F. J. Calvit Survey, Abstract No. 51 in Brazoria County, Texas according to the Map of said subdivision duly recorded in the Deed Records of Brazoria County, Texas (D-169);

Tract No. 56, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat recorded in the office of the County Clerk of Brazoria County, Texas (D-184);

Tract No. 57, being 5 acres known as Tract No. 57, in Subdivision No. 8, of the Brazos Coast Investment Company's Subdivision of Abstract No. 51, F. J. Calvit (D-187);

Tract No. 58, a 5 acre tract of land known as Lot No. 58, located in the Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas (D-202).

2.0 CURRENT OWNERSHIP INFORMATION FOR THE GULFCO MARINE SITE

Current Ownership information is illustrated in Figure 4, Ownership Chart. This information was obtained from the title documents provided by Stewart Title of Brazoria County, Inc., and confirmed or supplemented by an Internet search using ChoicePoint formally known as CDB Infotek (www.cdb.com) and Infospace White Pages database (www.infospace.com) when the address and telephone number was missing from the county records.

Over the years, through conveyances to the United States of America, the total acreage of the site affecting Tract Nos. 21-25 has decreased, due to easements and condemnation for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River. The current total acreage identified in Figure 4 is 39.51 acres, compared to the original 40 acres.

Figure 4 Current Ownership Chart

<u>Current Owner of Record</u>	<u>Ownership Interest</u>	<u>Assessor's Parcel #</u>	<u>Description</u>	<u>Owner's Mailing Address</u>	<u>Owner's Telephone #</u>	<u>Parcel Size (acres)</u>
LDL Coastal Limited Liability Partnership*	27.650 acres in Brazoria County, Freeport, TX	Tract Nos. 21-21A-21B-22-24-24A-25-55-57-58	906 Marlin Dr.-CR 756, Freeport, TX 77541	P. O. Box 24727 Houston, TX 77229-4727	N/A	27.650
LDL Coastal Limited Liability Partnership*	5 acres in Brazoria County, Freeport, TX	Tract No. 23	N/A Marlin Avenue Freeport, TX 77541	P. O. Box 24727 Houston, TX 77229-4727	N/A	5.00
Jack Palmer and Ron Hudson	5 acres in Brazoria County, Freeport, TX	Tract No. 56	N/A	1509 Alta Vista Drive Alvin, TX 77511-3101	281-388-1959	5.00
Vernon C. Wilson**	Owens a Lot 110 feet wide in Tract No. 24.	A portion of Tract No. 24	A Lot 110 feet wide in Tract No. 24.	2910 Tidewater Drive, Houston, TX 77045	N/A	110 feet - Estimated to be 1.86 acres
TOTAL						39.51

* The registered agent for LDL Coastal Limited Liability Partnership is Allen B. Daniels, 1177 West Loop South, Suite 1725, Houston, TX 77027. The General Partner is LDL Management, LLC, 1177 West Loop South, Suite 1725, Houston, TX 77027.

** ChoicePoint shows Vernon C. Wilson is deceased as of March 20, 1998. Vernon C. Wilson's Social Security number is 457-46-6336.

3.0 TITLE NARRATIVE

This section describes gaps and other items of note in the chain-of-title for the Gulfco Marine Maintenance site. The chain-of-title provided by SAIC starts in the 1930s and follows the Gulfco Marine Maintenance site comprised of nine tracts of land, containing 20 acres on the south side of Marlin Avenue and containing 20 acres on the north side of Marlin Avenue. The following title narrative is based on the findings of Stewart Title of Brazoria County, Inc., covering nine tracks of land containing a total of 37.650 acres. Over the years, through conveyances to the United States of America, the total acreage of the site affecting Tract Nos. 21-25 has decreased, due to easements and condemnation for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River.

3.1 Tract No. 21, 21A, and 21B, Brazoria County, Texas

There is a possible gap in title between the first conveyance (D-1) and the subsequent conveyances (D-2, D-3). The property description in D-1 is vague, but it does not specify this tract. D-1 may not apply to this tract. A subsequent deed at D-112 purports to clarify the property included in D-1, but D-112 does not specify this tract.

Several of the deeds for this tract purport to convey percentage shares larger than the grantor may own (e.g., compare D-4 and D-7). However, uncertainties in the percentage ownership are resolved in D-27, which joins all surface owners in a partition deed.

The deed at D-47 purports to convey an interest that was previously conveyed in D-27. There is no record source of title for D-47, which does not refer to D-27.

There is a possible gap in title between D-60 and D-63. Because of the similarity of names between the grantee in D-60 and the grantor in D-63, the gap may not be real. It might be possible to close the gap by viewing the bankruptcy records of the grantor in D-63.

On February 7, 1935, T. T. Stratton conveyed an undivided 1/3 interest to Harrison Oil Company, an undivided 1/3 to J. S. Abercrombie Co., and an undivided 2/9 interest to Frank K. Stevens in property located in Subdivision No. 8, Brazos Coast Investment Company (D-1). T. T. Stratton reserved an undivided 1/9th interest in the property to himself. Note, the exact property description was left out of the conveyance document resulting in a break in the chain of title.

On March 30, 1936, T. T. Stratton conveyed an undivided 1/2 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to R. M. Lee (D-2).

Thomas J. Jones through a Quit Claim Deed recorded July 22, 1938, conveyed to J. W. Stone, all interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-3). This is the same 5 acre tract of land conveyed August 31, 1909, by Carlos Bee, et al. to Thomas J. Jones.

On October 25, 1938, J. W. Stone conveyed to H. Merlyn Christie and S. E. Dunnam, Jr., an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-4).

On the next day, J. W. Stone conveyed to T. T. Stratton, an undivided 1/8th interest in all oil and gas royalties and other minerals located in Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-5).

On November 14, 1938, T. T. Stratton and Mabel H. Stratton, his wife, conveyed to Miss Eleanor Adriance Stevens, an undivided 1/16th interest in all oil and gas royalties and other minerals located in Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-6).

A Correction Deed was recorded by J. W. Stone to H. Merlyn Christie and S. E. Dunnam, Jr., on December 19, 1938 (D-7). This deed corrects the deed at D-4, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton.

A Quit Claim Deed recorded February 15, 1939, between Mrs. R. M. Lee, widow of R. M. Lee, et al., conveyed an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to J. W. Stone (D-8). At this conveyance the chain-of-title is whole (see D-2).

On March 23, 1939, J. W. Stone conveyed to Rika Royalty Company, an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton (D-9).

On May 18, 1939, H. Merlyn Christie and S. E. Dunnam, Jr., through a Right-of-Way, conveyed an easement and right of way in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to the United States of America for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River (D-10). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On May 18, 1939, T. T. Stratton, Mrs. R. M. Lee, a widow, and Mary Louise Lee, through a Right-of-Way, conveyed to the United States of America an easement in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America (D-11). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On May 18, 1939, J. W. Stone, through a Right-of-Way, conveyed to the United States of America an easement in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America (D-12). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On August 4, 1939, Rika Royalty Company, through a Right-of-Way, conveyed to the United States of America an easement in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America (D-13). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On February 12, 1943, Rika Royalty Company conveyed an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to J. W. Stone, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton (D-14).

Through a Mineral Deed, recorded September 21, 1950, J. W. Stone conveyed to Mary Ethel Paine an undivided 1/4 interest in mineral and royalty interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton (D-15).

On September 3, 1954, J. W. Stone conveyed to E. C. Allen an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-16).

Through a Special Warranty Deed, recorded February 13, 1957, E. C. Allen conveyed to Fred H. Ramer an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-17).

On March 12, 1957, J. W. Stone conveyed to Mary Ethel Paine an undivided 1/2 interest in mineral and royalty interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-18).

Through a Warranty Deed, recorded June 10, 1957, J. W. Stone conveyed to Rev. E. C. Allen an undivided 1/2 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals (D-19).

On November 27, 1957, E. C. Allen conveyed to C. C. Childers an undivided 1/2 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals (D-20).

Through a Warranty Deed, recorded May 5, 1961, C. C. Childers conveyed to Fred H. Ramer, Sr., an undivided 1/2 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals (D-21).

On August 15, 1961, through a Right-of-Way, Fred H. Ramer, Sr., conveyed to Brazoria County a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-22).

On the same day, through a Right-of-Way, H. Merlyn Christie and Sam E. Dunnam, Jr., conveyed to Brazoria County a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-23).

Through a Warranty Deed, Fred H. Ramer, Sr., conveyed to Dr. Carl M. Carroll, Jr., an undivided $\frac{1}{2}$ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals, recorded August 3, 1962 (D-24).

On September 3, 1968, H. Merlyn Christie conveyed to Carter Byron Christie, Kay Christie and Craig Hart Christie, conveyed an undivided $\frac{1}{8}$ interest in all oil, gas and other minerals (D-25).

On October 7, 1964, through a Tax Suit by the Brazosport Independent School District, Plaintiffs and W. J. D. Way, et al., Defendants, is recorded. It is order that the Defendants pay past due taxes, penalties, and interest for all delinquent tax years on numerous property including the SE $\frac{1}{8}$ of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-26).

A Partition Deed, recorded May 20, 1969, between Sam E. Dunnam, a/k/a S. E. Dunnam, Jr., individually and as Executor of the Estate of Virginia Illig Dunnam, Deceased, conveyed to Sam E. Dunnam, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, and Fred H. Ramer, Sr., a portion on Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. An undivided $\frac{1}{2}$ interest goes to Sam E. Dunnam and the remaining undivided $\frac{1}{2}$ interest of what is now known as Tract No. 21A (1.002 acres) goes to Carter Byron Christie, Kay Christie, and Craig Hart Christie; Dr. Carl M. Carroll, Jr., receives all of Tract 21B (1.986 acres); and Fred H. Ramer, Sr., receives all of Tract 21 (0.986 acres) (D-27).

On August 1, 1969, Sam E. Dunnam, individually and as Trustee for the Virginia Illig Dunnam and Carter Byron Christie, Kay Christie, and by Craig H. Christie conveyed to Gulfco Marine Maintenance, Inc., a corporation, Tract No. 21A (1.002 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-28). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On September 5, 1969, Carl M. Carroll, Jr. and Fred H. Ramer, Sr., conveyed to Billy G. Sandlin and Bobby L. Tanner all of Tract 21B (1.986 acres), and all of Tract 21 (0.986 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-29). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On this same day, Billy G. Sandlin and Bobby L. Tanner, conveyed to Gulfco Marine Maintenance, Inc., a corporation, all of Tract 21B (1.986 acres), and all of Tract 21 (0.986 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-30). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On this same day, a Deed of Trust is secured by Gulfco Marine Maintenance, Inc., a corporation. Fred A. Palmer, Jr. Trustee for First State Bank, Clute, Texas secures a payment in the amount of \$10,000.00, on real property known as Tract 21B (1.986 acres), and all of Tract 21 (0.986 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-31).

On December 17, 1970, a Deed of Trust is secured by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-32).

A Release of Lien is recorded by First State Bank of Clute, Texas to Gulfco Marine Maintenance, Inc., a corporation on December 28, 1970 (D-33). This releases the promissory note at D-31.

On April 27, 1971, a Deed of Trust is extended and renewed by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-34). See D-32.

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromalloy American Corporation, a Delaware corporation Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On April 2, 1976, a Deed of Trust is secured by Chromalloy American Corporation, a Delaware corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-36). See D-34.

On April 10, 1979, an Assumption Deed is recorded, between Chromalloy American Corporation, a Delaware corporation and Gulfco, Inc., a Texas corporation (D-37). The Grantor conveyed all real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances.

On April 10, 1979, a Deed of Trust is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$400,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-38). See D-37.

On April 16, 1979, a Deed of Trust to Secure Assumption, is secured by Gulfco, Inc., a Texas corporation. Len Allen, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-39). See D-36.

A Deed of Trust, recorded November 14, 1979, is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for The First Freeport National Bank secures payment of a note in the

sum of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-40). See D-38 and D-36.

A General Warranty Deed, recorded November 16, 1979, between Gulfco, Inc., a Texas corporation and Fish Engineering & Construction, Inc., conveyed Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-41). See D-37.

A Deed of Trust, recorded November 16, 1979, is secured by Fish Engineering & Construction, Inc.. Raymond J. Fields, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$1,105,760.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-42). See D-40.

On June 9, 1981, a Release of Lien is recorded from The First Freeport National Bank. Ralph E. David, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40 (D-43).

On December 3, 1982, a Release is recorded from The First Freeport National Bank. Ralph W. Hatfield, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40, and all other liens securing the note (D-44).

On this same day, a Release is recorded from Gulfco, Inc., a Texas corporation. Gulfco, Inc., a Texas corporation, releases the promissory note and real property described at D-42 to Fish Engineering & Construction, Inc.(D-45).

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

A Sole Independent Executors Deed for the Estate of Sam E. Dunnam, and J. W. Stone to Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam is recorded September 12, 1985 (D-47). The grantor conveyed an undivided 1/16 interest in Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, to the Grantees in equal undivided 1/3 portions. See D-7.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

On September 11, 1989, a Deed of Trust, Security Agreement, Financing Statement and Assignment of Production between James M. Dunnam, Mortgagor and Bill B. White, Trustee for the Texas Commerce Bank National Association, Mortgagee, affects certain interests in oil, gas and mineral estates in the property known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-59). See D-47.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.2 Tract No. 22, Brazoria County, Texas

In July of 1952, a Deed between T. H. Holloway and his wife, Fern Holloway to Al Belanger was recorded. The Grantors conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-67). This is the same full interest of land conveyed February 1, 1902, by H. E. Holloway.

A Right-of-Way Deed between Al Belanger and Brazoria County was recorded August 15, 1961 (D-68). Al Belanger conveyed a strip of land twenty feet in width extending across the NW end of Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-67.

On August 30, 1965, through a Original Petition, the District Court of Brazoria County dissolved the marriage between Cora M. Belanger and Al A. Belanger (D-69). Cora M. Belanger is awarded numerous property including Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-67.

On September 1, 1965, a Deed between Al A. Belanger to Cora M. Belanger conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-70).
See
D-69.

On this same day, a Deed between Cora M. Belanger to Robert C. Koonce, Edward R. Goff and David C. Bonnen conveyed an undivided 40% interest to Robert C. Koonce, an undivided 40% interest to Edward R. Goff, and an undivided 20% interest to David C. Bonnen in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-71). See D-70.

A Deed of Trust, recorded September 1, 1965, between Robert C. Koonce, Edward R. Goff and David C. Bonnen and James F. Crew, Trustee, for American Savings and Loan Association of Lake Jackson, secures payment of a note in the sum of \$7,500.00 on real property known as Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-72). See D-71.

On September 17, 1965, a Correction Deed between Al A. Belanger to Cora M. Belanger, conveys a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-73). See D-70.

On April 20, 1967, a Deed between Edward R. Goff and David C. Bonnen to Robert C. Koonce, conveyed their undivided 40% interest and undivided 20% interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-74). Robert C. Koonce now owns all of Tract No. 22. See D-71.

A Deed of Trust, recorded April 20, 1967, between Robert C. Koonce and G. E. Waller, Trustee, for Angleton Bank of Commerce secures payment of a note in the sum of \$19,000.00 on real property known as Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-75). See D-74.

On April 24, 1967, a Release from American Savings and Loan Association releases the promissory note and real property described at D-72 to Robert C. Koonce, Edward R. Goff and David C. Bonnen (D-76).

A Deed between Robert C. Koonce to A. B. Williamson, conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision, recorded May 2, 1969 (D-77). See D-74.

On May 12, 1969, a Release of Lien from Angleton Bank of Commerce releases the promissory note and real property described at D-75 to Robert C. Koonce (D-78).

A Deed of Trust, recorded April 14, 1970, between B. L. Tanner to D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the sum of \$24,500.00 on real property known as Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-79). See D-77. Note, this is the first time B. L. Tanner has entered the chain of title. He acquires title through D-80.

A Warranty Deed and Vendors Assignment, recorded April 15, 1970, between A. B. Williamson to B. L. Tanner and The First Freeport National Bank, conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-80). See D-79 and D-77.

A Deed, recorded May 21, 1970, between B. L. Tanner to Gulfco Marine Maintenance, Inc., conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-81). See D-80.

A Deed of Trust, recorded May 21, 1970, from Gulfco Marine Maintenance, Inc. to D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$50,000.00, on real property that includes Tract No. 22 and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-82). See D-81 and D-184.

On May 26, 1970, a Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-79 and D-80 to B. L. Tanner (D-83).

A Quit Claim Deed, recorded April 5, 1971, between the United States of America to Gulfco Marine Maintenance, Inc., a Texas corporation, through the Exchange of Land Act conveys an easement in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. The Grantor

assigns all right, title and interest over the permanent spoil disposal easement in Tract No. 22 and Tract No. 56 to the Grantee (D-84). See D-81.

On April 27, 1971, a Deed of Trust is extended and renewed by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, 22, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-34). See D-32. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.

On April 27, 1971, a Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-184, D-82, and D-81 to Gulfco Marine Maintenance, Inc. (D-85).

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromalloy American Corporation, a Delaware corporation Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On April 2, 1976, a Deed of Trust is secured by Chromalloy American Corporation, a Delaware corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-36). See D-34.

On April 10, 1979, an Assumption Deed is recorded, between Chromalloy American Corporation, a Delaware corporation and Gulfco, Inc., a Texas corporation (D-37). The Grantor conveyed all real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances.

On April 10, 1979, a Deed of Trust is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$400,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-38). See D-37.

A Deed of Trust, recorded November 14, 1979, is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-40). See D-38 and D-36.

A General Warranty Deed, recorded November 16, 1979, between Gulfco, Inc., a Texas corporation and Fish Engineering & Construction, Inc., conveyed Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-41). See D-37.

A Deed of Trust, recorded November 16, 1979, is secured by Fish Engineering & Construction, Inc., Raymond J. Fields, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$1,105,760.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-42). See D-40.

On June 9, 1981, a Release of Lien is recorded from The First Freeport National Bank. Ralph E. David, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40 (D-43).

On December 3, 1982, a Release is recorded from The First Freeport National Bank. Ralph W. Hatfield, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40, and all other liens securing the note (D-44).

On this same day, a Release is recorded from Gulfco, Inc., a Texas corporation. Gulfco, Inc., a Texas corporation, releases the promissory note and real property described at D-42 to Fish Engineering & Construction, Inc.(D-45).

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association,

ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast

Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.3 Tract No. 23, Brazoria County, Texas

A Deed between C. L. Minkler to A. J. Smith, recorded December 12, 1939, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres (D-86).

An Affidavit of Heirship and No Administration, recorded September 28, 1943, states that Mrs. Lola A. Smith, wife of A. J. Smith, is deceased and her only daughter, Mrs. Ruth Evans, is entitled to and owner of all property belonging to Mrs. Lola A. Smith at the time of her death (D-87).

On April 9, 1945, a Deed between A. J. Smith to R. E. L. Stringfellow, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-88). See D-86.

A Right-of-Way Deed, recorded August 15, 1961, between Nannie M. Stringfellow, a widow to Brazoria County, conveyed a strip of land twenty feet in width extending across the NW end of Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-89). See D-88.

An Affidavit, recorded October 27, 1964, Nannie M. Stringfellow, states that her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture (D-90).

A Warranty Deed, recorded June 14, 1965, between R. E. L. Stringfellow to L. S. Womack, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-91). See D-88.

A Quit Claim Deed, recorded November 15, 1966, between Lola Ruth Smith Evans to L. S. Womack, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-92). See D-91.

A Deed, recorded November 22, 1966, between L. S. Womack to Anthony Zanakos and wife, Beverly Joyce Zanakos, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-93). See D-91.

A Deed of Trust, recorded November 22, 1966, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Frank W. Stevens, Trustee, for L. S. Womack, secures payment of a note in the sum of \$11,000.00, on real property known as Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-94). See D-93.

On January 7, 1969, a Release of Lien, from L. S. Womack, releases the promissory note and real property described at D-94 to Anthony Zanakos and his wife, Beverly Joyce Zanakos (D-95).

A Deed of Trust, recorded January 7, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos to J. H. Westmoreland, Trustee for Sharpstown State Bank secures payment of a note in the sum of \$6,200.00, on real property known as Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-96). See D-93.

An Extension Agreement, recorded June 20, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to September 14, 1969 (D-97).

An Extension Agreement, recorded September 22, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to December 13, 1969 (D-98).

An Extension Agreement, recorded December 30, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to March 13, 1970 (D-99).

An Extension Agreement, recorded March 31, 1970, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to June 11, 1970 (D-100).

An Extension Agreement, recorded November 17, 1970, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to January 27, 1971 (D-101).

A Deed of Trust, recorded April 20, 1971, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Clarence Meyer, Trustee, for First State Bank of Bellaire, secures payment of a note in the sum of \$4,100.00, on real property known as Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-102). See D-93.

On May 5, 1971, a Release from Federal Deposit Insurance Corporation, releases the promissory notes and real property described at D-96 to Anthony Zanakos and wife, Beverly Joyce Zanakos (D-103). See D-101, D-100, D-99, D-98, and D-97.

An Easement, recorded July 31, 1978, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Houston Lightning & Power Company, conveyed an unobstructed easement five feet in width and 36 feet in length on Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-104). See D-96.

On February 27, 1980, a Lease Agreement was recorded between Anthony Zanakos, Lessor, and Chromalloy American Corporation, Gulfco Division, a corporation, Lessee. The Lessor for consideration of rent, leases for a term of 80 months from November 20, 1976 to November 19, 1991, Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision to Lessee (D-105).

On March 17, 1980, a Release of Lien from First State Bank of Bellaire, Texas, releases the promissory notes and real property described at D-93 to Anthony Zanakos and wife, Beverly Joyce Zanakos (D-106). See D-102.

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

On April 17, 1980, a Confirmation of Compliance is recorded between Anthony Zanakos, Lessor to Chromalloy American Corporation, Lessee. The Lessee has paid all rental payments due under the Lease Agreement at D-105 and has made all payments to third parties (D-108). See D-105.

On this same day, an Assignment of Lease between Chromalloy American Corporation, Assignor to Fish Engineering & Construction, Inc., a Texas corporation, Assignee is recorded (D-109). Chromalloy American Corporation, Assignor, sells, transfers and assigns all of the Assignor's right, title and interest in the Leasehold Estate, and all improvements there on to Fish Engineering & Construction, Inc., a Texas corporation, Assignee. See D-105.

A General Warranty Deed, recorded May 5, 1982, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Fish Engineering & Construction, Inc., a Texas corporation, conveyed a full interest in the surface of Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-110). See D-93.

A Lease Cancellation, recorded May 7, 1982, between Anthony Zanakos, Lessor to Fish Engineering & Construction, Inc., Lessee, states that the Lessee's interest in the Lease at D-105 has been assigned to Fish Engineering & Construction, Inc., a Texas corporation, Assignee at D-109 (D-111). Fish Engineering & Construction, Inc., a Texas corporation, desires to cancel the Lease effective April 30, 1982. See D-109 and D-105.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.4 Tract Nos. 24 and 24A, Brazoria County, Texas

On February 7, 1935, T. T. Stratton conveyed an undivided 1/3 interest to Harrison Oil Company, an undivided 1/3 to J. S. Abercrombie Co., and an undivided 2/9 interest to Frank K. Stevens in property located in Subdivision No. 8, Brazos Coast Investment Company (D-1). Note, the exact property description was left out of the conveyance document.

A Deed, recorded May 4, 1936, between T. T. Stratton et al., to Harrison Oil Company, J. S. Abercrombie Company, and Frank K. Stevens, conveyed five acres of land known as Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-112).

On October 15, 1936, a Grazing Lease between F. K. Stevens, Harrison Oil Company, and J. S. Abercrombie Company, to R. E. L. Stringfellow, was recorded (D-113). Lessors lease to Lessee, for grazing purposes only, numerous property including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company. See D-112.

A Right-of-Way Deed, recorded October 23, 1937, between Harrison Oil Company, J. S. Abercrombie Company, and Frank K. Stevens to the United States of America, conveyed 1.81 acres of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company, for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River (D-114). Grantor reserves all rights and privileges in the tract of land not converted into public navigable waters. See D-112.

A Deed, recorded January 14, 1943, between Harrison Oil Company, a Texas corporation to Magnolia Petroleum Company, a Texas corporation, conveyed numerous oil and gas leases including fee land and mineral rights on Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-115). See D-112.

On May 20, 1953, a Grazing Lease, between Frank K. Stevens, J. S. Abercrombie Company, and Magnolia Petroleum Company, Lessors, to Mr. E. C. Allen, Lessee, was recorded (D-116). Lessors lease to Lessee, for grazing purposes only, numerous property including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company. See D-115.

A Deed, recorded May 6, 1954, between J. S. Aberrombie Company to Old Ocean Oil Company, a Delaware Company conveyed 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-117). See D-112.

A Deed, recorded May 10, 1954, between Old Ocean Oil Company to Stanolind Oil and Gas Company, a Texas corporation, conveyed 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-118). See D-117.

On December 13, 1954, a Partition Deed between Stanolind Oil and Gas Company, a Texas corporation and Magnolia Petroleum Company, a Texas corporation is recorded (D-119). Stanolind Oil and Gas Company and Magnolia Petroleum Company agree to partition their interests in said property and both shall own the surface estate and oil, gas and mineral rights in numerous properties, including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company. See D-117.

A Deed with Vendors Lien, recorded June 13, 1955, between Frank K. Stevens to Joe M. Baggett, conveyed all of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company, excepting all minerals (D-120). See D-112.

A Certificate of Amendment, dated January 22, 1957, between Stanolind Oil and Gas Company and Pan American Petroleum Corporation, changes its name to Pan American Petroleum Corporation (D-121). See D-118.

A Certificate of Merger, dated September 30, 1959, states the Magnolia Petroleum Company, a Texas corporation merges into Socony Mobil Oil Company, Inc., a New York corporation (D-122). See D-119.

A Certificate of Ownership and Merger, recorded September 1959, between Magnolia Petroleum Company, a Texas corporation and Socony Mobil Oil Company, Inc., a New York corporation, states that Socony Mobil Oil Company, Inc., a New York corporation is a stock organization existing under the laws of New York (D-123). See D-122.

On October 11, 1960, through a Warranty Deed, Joe M. Baggett conveyed to T. C. Baggett, et al, an undivided 10/11ths interest in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company to 10 individual Grantees, excepting all minerals (D-124). See D-120.

On July 10, 1961, a Release from Frank K. Stevens releases the promissory notes and real property described at D-120 to Joe M. Baggett (D-125).

A Warranty Deed, recorded July 10, 1961, between Joe M. Baggett and T. C. Baggett, et al., to A. B. Williamson and wife, Margaret G. Williamson, conveyed all of Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company, excepting all minerals (D-126). See D-124 and D-160.

A Deed of Trust, recorded the same day, between A. B. Williamson and wife, Margaret G. Williamson to Robert C. Koonce, Trustee, for Joe M. Baggett, et al., secures payment of a note in the amount of \$7,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-127). See D-126.

A Right-of-Way, recorded August 15, 1961, between Joe M. Baggett and T. C. Baggett, et al., to Brazoria County, conveyed a strip of land twenty feet in width extending across the NW end of Tract No. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-128). See D-127.

On November 29, 1961, a Release of Vendors Lien from Joe M. Baggett and T. C. Baggett releases the promissory notes and real property described at D-127 to A. B. Williamson, and wife, Margaret G. Williamson (D-129).

A Deed, recorded November 3, 1964, between A. B. Williamson and wife, Margaret G. Williamson to J. O. Angle, conveyed the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, now known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-130). See D-126.

A Deed of Trust, recorded the same day, between J. O. Angle to Edward R. Goff, Trustee, for A. B. Williamson and wife, Margaret G. Williamson secures payment of a note in the sum of \$10,000.00,

on real property known as Tract No. 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-131). See D-130.

An Assignment of Deed of Trust, recorded November 16, 1964, between J. O. Angle and A. B. Williamson and wife, Margaret G. Williamson, assigns and transfers the Vendors Lien to Brazosport Savings and Loan Association (D-132). See D-131.

On November 25, 1964, a Warranty Deed between A. B. Williamson and wife, Margaret G. Williamson to Vernon C. Wilson is recorded (D-133). The Grantors conveyed the surface only of a lot 110 feet wide out of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision to the Grantee (D-133).

A Deed of Trust, recorded November 25, 1964, between Vernon C. Wilson to Edward R. Goff, Trustee, for A. B. Williamson and wife, Margaret G. Williamson, secures payment of a note in the sum of \$12,000.00, on real property known as a 110 foot wide strip of land out of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-134). See D-133.

An Assignment of Deed of Trust, recorded the same day, between A. B. Williamson and wife, Margaret G. Williamson, assigns and transfers the Lien at D-134 to Brazosport Savings and Loan Association (D-135). This lien was never released.

A Deed of Trust, recorded September 9, 1965, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, secures payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-136). See D-126.

On May 31, 1966, Socony Mobil Oil Company, Inc., changes their name to Mobil Oil Corporation (D-137). See D-123.

A Deed of Trust, recorded September 6, 1966, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-138). See D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-139). See D-138 and D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-140). See D-139, D-138 and D-136.

A Deed of Trust, recorded September 16, 1968, between A. B. Williamson and wife, Margaret Williamson to Joey R. Horn, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-141). See D-140, D-139, D-138 and D-136.

A Extension of Deed of Trust, recorded September 6, 1968, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-142). See D-141, D-140, D-138 and D-136.

A Deed of Trust, recorded August 23, 1972, between A. B. Williamson and wife, Margaret Williamson to L. R. Giese, Trustee for The First National Bank of Angleton, secures payment of a note in the sum of \$11,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-143). See D-126.

On August 28, 1972, a Release from Brazosport Savings and Loan Association releases the promissory notes and real property described at D-142, D-141, D-140, D-139, D-138, and D-136 to A. B. Williamson, and wife, Margaret G. Williamson (D-144).

On December 27, 1972, a Release from The First National Bank of Angleton releases the promissory notes and real property described at D-143 to A. B. Williamson, and wife, Margaret G. Williamson (D-145).

On February 14, 1975, a Release from Brazosport Savings and Loan Association releases the promissory notes and real property described at D-132 and D-131 to J. O. Angle (D-146).

A Deed, recorded February 14, 1975, between J. O. Angle to Gulfco, Inc., a Texas corporation, conveyed the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, now known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-147). See D-130.

A Deed of Trust, recorded February 14, 1975, from Gulfco, Inc., a Texas corporation to Minor M. Smith, Trustee, for J. O. Angle, secures payment of a note in the sum of \$19,000.00, on real property known as Tract No. 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-148). See D-147.

On August 1, 1975, a Release of Lien from J. O. Angle releases the promissory note and real property described at D-148 to Gulfco, Inc, a Texas corporation (D-149).

A Deed of Trust, recorded August 6, 1975, between Gulfco, Inc., a Texas corporation to D. M. Harsdorff, Trustee, for Brazosport Bank of Texas, secures payment of a note in the sum of \$19,000.00, on real property known as Tract No. 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-150). See D-147.

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromalloy American Corporation, a Delaware corporation portions of Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

An Easement, recorded May 23, 1978, between Chromalloy American Corporation, a Delaware corporation to Brazoria County, conveyed property five feet in width and thirty-six feet in length being the NE ½ of a ten foot wide easement in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-151).

On December 10, 1979, an Assignment and Conveyance, between Mobil Oil Corporation and Mobil Producing Texas & New Mexico Inc., a Delaware corporation, conveyed certain oil and gas and oil, gas and mineral leases, easements, right-of-ways, deeds, units, pooling agreements, operating agreements, and farmouts to Mobil Producing Texas & New Mexico Inc., a Delaware corporation (D-152). See D-137, D-123, D-122, D-121, D-119, D-118, D-117, and D-115.

A Quit Claim Deed, recorded March 5, 1980, between A. B. Williamson and wife, Margaret Williamson to Chromalloy American Corporation, a Delaware corporation, conveyed all of Tract No. 24, (except portions conveyed at D-130 and D-133), Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-153). See D-126.

On March 17, 1980, a Release of Lien from Brazosport Bank of Texas to Gulfco, Inc., releases the promissory note and real property described at D-150 to Gulfco, Inc, a Texas corporation (D-154).

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

A General Warranty Deed, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation to Fish Engineering & Construction, Inc., a Texas corporation, conveyed all of Tract No. 24, 24A, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals, easements and royalty conveyances (D-155). See D-153 and D-35.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real

property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos

Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.5 Tract No. 25, Brazoria County, Texas

A Deed, recorded May 1950, between A. F. Hudgins to S. W. Hudgins, conveyed an undivided 1/6th interest in numerous property including Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-156).

A Deed, recorded May 7, 1955, between J. W. Dennis to Frank K. Stevens, conveyed Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-157). This is the same tract of land conveyed August 31, 1909 by Bee and Voglesang Masterson.

A Quit Claim Deed, recorded June 7, 1955, between S. W. Hudgins to Frank K. Stevens, conveys an undivided 1/6th interest in numerous property including Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-158). See D-156.

A Deed, recorded June 13, 1955, between Frank K. Stevens to Joe M. Baggett, conveyed Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-159). See D-157.

A Warranty Deed, recorded November 11, 1960, between Joe M. Baggett to T. C. Baggett et al., conveyed an undivided 10/11ths interest in Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-160). See D-159.

On July 10, 1961, a Release from Frank K. Stevens releases the promissory notes and real property described at D-120 and D-159 to Joe M. Baggett (D-125).

A Warranty Deed, recorded July 10, 1961, between Joe M. Baggett and T. C. Baggett, et al., to A. B. Williamson and wife, Margaret G. Williamson, conveyed all of Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company, excepting all minerals (D-126). See D-124 and D-160.

A Deed of Trust, recorded the same day, between A. B. Williamson and wife, Margaret G. Williamson to Robert C. Koonce, Trustee, for Joe M. Baggett, et al., secures payment of a note in the amount of \$7,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-127). See D-126.

A Right-of-Way, recorded August 15, 1961, between Joe M. Baggett and T. C. Baggett, et al., to Brazoria County, conveyed a strip of land twenty feet in width extending across the NW end of Tract No. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-128). See D-126.

On November 29, 1961, a Release of Vendors Lien from Joe M. Baggett and T. C. Baggett releases the promissory notes and real property described at D-127 to A. B. Williamson, and wife, Margaret G. Williamson (D-129).

A Deed of Trust, recorded September 9, 1965, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, secures payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-136). See D-126.

A Deed of Trust, recorded September 6, 1966, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-138). See D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-139). See D-138 and D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-140). See D-139, D-138 and D-136.

A Deed of Trust, recorded September 16, 1968, between A. B. Williamson and wife, Margaret Williamson to Joey R. Horn, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-141). See D-140, D-139, D-138 and D-136.

A Extension of Deed of Trust, recorded September 6, 1968, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-142). See D-141, D-140, D-138 and D-136.

A Deed of Trust, recorded August 23, 1972, between A. B. Williamson and wife, Margaret Williamson to L. R. Giese, Trustee for The First National Bank of Angleton, secures payment of a note in the sum of \$11,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-143). See D-126.

On August 28, 1972, a Release from Brazosport Savings and Loan Association releases the promissory notes and real property described at D-142, D-141, D-140, D-139, D-138, and D-136 to A. B. Williamson, and wife, Margaret G. Williamson (D-144).

On December 27, 1972, a Release from The First National Bank of Angleton releases the promissory notes and real property described at D-143 to A. B. Williamson, and wife, Margaret G. Williamson (D-145).

A Lease, recorded November 6, 1975, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessor, leases Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for a period of ten years to Lessee for a sum of \$72,000.00 (D-161). See D-126.

A General Warranty Deed, recorded March 5, 1980, between A. B. Williamson and wife, Margaret G. Williamson to Chromalloy American Corporation, a Delaware corporation, conveyed all of Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-162). See D-126.

A Lease Termination and Release, recorded March 5, 1980, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee, terminates the lease at D-161 (D-163).

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

A General Warranty Deed, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation to Fish Engineering & Construction, Inc., a Texas corporation, conveyed all of Tract No. 24, 24A, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals, easements and royalty conveyances (D-155). See D-153 and D-35.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real

property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos

Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.6 Tract No. 55, Brazoria County, Texas

There is no record source of title for the grantor of the deed at D-170.

In June of 1956, a Tax Suit filed by the State of Texas, Plaintiff, and against Patrick McSherry, et al., Defendants, is recorded in the District Court of Brazoria County, Texas. The District Court orders the Defendants to pay delinquent taxes plus interest for the tax years 1929 - 1954, on numerous property including Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-164).

A Power of Attorney and Deed, recorded in June 1956, between Francis McSherry, Heir, to Pritchett Harvey, conveyed an equal undivided $\frac{1}{2}$ interest in all land owned by the estate of Patrick McSherry, deceased. This includes Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-165). See D-164.

On November 20, 1956, through a Affidavit, Francis McSherry signs an affidavit verifying her mother and father are both deceased, owned Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-166). See D-165.

On November 20, 1956, through a Affidavit, Andrew G. Bernetz signs an affidavit verifying he is acquainted with Francis McSherry of Des Moines, Iowa (D-167). See D-166.

In July of 1956, a Will, of Patrick McSherry, Deceased, was recorded listing all personal belongings including Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-168). See D-164.

A Deed of Trust, recorded November 19, 1957, between Francis McSherry to Walter Yerby, Trustee, for Walter Yerby, secures payment of a note in the sum of \$265.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-169). See D-165.

A Quit Claim Deed, recorded April 18, 1958, between Mrs. R.E. L. Stringfellow to Mrs. Pollye Beacroft, conveyed all of Tract Nos. 55 and 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-170). Note, this is a wild deed, the Grantor never owned Tract No. 55.

A Deed of Trust, recorded August 22, 1960, between James Francis McSherry to R. G. Allen, Trustee, for Pritchett Harvey, secures payment of a note in the sum of \$393.35, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-171). See D-169 and D-165.

In April of 1963, a Damage Suit, filed by James McSherry et al., Plaintiff, and against Mrs. Pollye Beacroft and husband, Defendants, is recorded under Cause Number 43,599 District Court Records. This document was never obtain, but appears to be filed due to the wild deed at D-170.

A Deed, recorded January 9, 1964, between James Francis McSherry and Pritchett Harvey to A. B. Williamson, conveyed Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting mineral conveyances and the Deed of Trust at D-171 (D-172). See D-165.

A Deed of Trust, recorded November 10, 1966, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$35,000.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-173). See D-172.

A Deed of Trust, recorded September 21, 1967, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$53,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-174). See D-173.

A Renewal and Extension Agreement, recorded September 25, 1967, between A. B. Williamson and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$53,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-175). See D-174 and D-173.

A Renewal and Extension Agreement, recorded December 19, 1968, between A. B. Williamson and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-176). See D-175, D-174 and D-173.

A Deed of Trust, recorded December 19, 1968, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-177). See D-176.

A Deed of Trust, recorded December 22, 1969, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-178). See D-177.

A Extension of Deed of Trust, recorded December 22, 1969, between A. B. Williamson, and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-179). See D-178.

A Deed of Trust, recorded May 14, 1970, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$63,500.00,

on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-180). See D-179.

A Extension of Deed of Trust, recorded May 14, 1970, between A. B. Williamson and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-181). See D-180.

On September 3, 1971, a Release of Lien, from The First National Bank of Angleton, releases all indebtedness and other obligations secured by the security agreements at D-181 and D-180 (D-182).

A Lease, recorded November 6, 1975, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessor, leases Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for a period of ten years to Lessee for a sum of \$72,000.00 (D-161). See D-126 and D-172.

A General Warranty Deed, recorded March 5, 1980, between A. B. Williamson and wife, Margaret G. Williamson to Chromalloy American Corporation, a Delaware corporation, conveyed all of Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-162). See D-126 and D-172.

A Lease Termination and Release, recorded March 5, 1980, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee, terminates the lease at D-161 (D-163).

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

A General Warranty Deed, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation to Fish Engineering & Construction, Inc., a Texas corporation, conveyed all of Tract No. 24, 24A, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals, easements and royalty conveyances (D-155). See D-153 and D-35.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank

Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos

Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.7 Tract No. 56, Brazoria County, Texas

On October 7, 1964, a Tax Suit, filed by the Brazosport Independent School District, Plaintiff, and against Joseph Nolte, Defendant, is recorded in the District Court of Brazoria County, Texas. The district Cause Number is 45,105. Judgement was filed April 26, 1965, under DCM 12-561. No document was provided in the title research.

A Sheriff's Deed, recorded August 4, 1965, between Robert R. Gladney, Sheriff to B. G. Sandlin, conveyed the real property known as Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-183). This property came out of the above referenced Tax Suit.

A Deed, recorded May 21, 1970, between B. G. Sandlin to Gulfco Marine Maintenance, Inc., all the real property known as Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-184). See D-183.

A Deed of Trust, recorded May 21, 1970, from Gulfco Marine Maintenance, Inc. to D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$50,000.00, on real property that includes Tract No. 22 and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-82). See D-81 and D-184.

On April 27, 1971, a Deed of Trust is extended and renewed by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-34). See D-32.

On April 27, 1971, a Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-184, D-82, and D-81 to Gulfco Marine Maintenance, Inc. (D-85).

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromally American Corporation, a Delaware corporation Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On April 2, 1976, a Deed of Trust is secured by Chromalloy American Corporation, a Delaware corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-36). See D-34.

On April 10, 1979, an Assumption Deed is recorded, between Chromalloy American Corporation, a Delaware corporation and Gulfco, Inc., a Texas corporation (D-37). The Grantor conveyed all real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances.

On April 19, 1979, a Partial Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-36 to Chromalloy American Corporation, a Delaware corporation (D-185).

A General Warranty Deed, recorded November 16, 1979, between Gulfco, Inc., a Texas corporation and Fish Engineering & Construction, Inc., conveyed Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-41). See D-37.

A Deed of Trust, recorded November 16, 1979, is secured by Fish Engineering & Construction, Inc.. Raymond J. Fields, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$1,105,760.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-42). See D-40.

On this same day, a Release is recorded from Gulfco, Inc., a Texas corporation. Gulfco, Inc., a Texas corporation, releases the promissory note and real property described at D-42 to Fish Engineering & Construction, Inc.(D-45).

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish

Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed, recorded May 12, 1999, between Fish Engineering & Construction, Inc., to Jack Palmer and Ron W. Hudson, conveyed Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-186). See D-41.

3.8 Tract No. 57, Brazoria County, Texas

A Sheriff's Deed, recorded October 16, 1936, between John McKinney, Sheriff to J. S. Montgomery and J. F. Harris, conveyed all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-187). This is the same property conveyed August 31, 1909 and owned by H. J. Titus.

On June 4, 1937, In the Matter of Proceeding by the County of Brazoria, Brazoria County, Plaintiff wishes to condemn certain land adjacent to the Intracoastal Canal for the purpose of navigation,

which renders needful the construction and maintenance of a canal and the acquisition of the right-of-way. Description of land is missing (D-188).

On June 4, 1937, In the Matter of Proceeding by the County of Brazoria, F. M. Harvin, Ben D. Cannan, and W. G. Stewart, Commissioners, assess the damages for the taking of numerous property, including land known as Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-189). See D-188.

On May 18, 1939, a Right-of-Way, between Brazoria County to the United States of America, conveyed all right, title, and easement together with all spoil disposal areas which it has acquired. This includes numerous, including land known as Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-190). See D-188.

A Deed, recorded March 17, 1942, between J. S. Montgomery and J. F. Harris to Nannie M. Stringfellow, conveyed all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-191). See D-187.

A Quit Claim Deed, recorded July 16, 1947, between J. R. Gayle, Jr., to Nannie M. Stringfellow, conveyed all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-192). This is a wild deed. It is unknown how the Grantor obtained the property.

On September 10, 1947, J. F. Harris's Last Will and Testament was recorded in Probate (D-193). On November 27, 1950, as Affidavit by S. B. Hoefle, states, "no properties are now being held by me for the J. F. Harris Estate or Lottie Harris, the surviving spouse". (D-194).

On February 26, 1951, Mrs. Lottie Harris's Last Will and Testament was recorded in Probate (D-195).

On May 23, 1956, George E. Harris's Inventory and Appraisement was recorded in Probate (D-196).

A Quit Claim Deed, recorded April 18, 1958, between Mrs. R.E. L. Stringfellow to Mrs. Pollye Beacroft, conveyed all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-170). See D-191.

An Affidavit, recorded October 27, 1964, Nannie M. Stringfellow, states that her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture (D-90).

A Deed, recorded July 8, 1965, between Mrs. Pollye Beacroft to Shell Oil Company, a Delaware corporation, conveyed all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-197). See D-170.

On February 8, 1972, through a Warranty Deed, Shell Oil Company, a Delaware corporation conveyed to John T. Suggs and J. L. Wilson, all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-198). See D-197.

A Warranty Deed, recorded June 5, 1980, between John T. Suggs and J. L. Wilson to Fish Engineering & Construction, Inc., conveyed all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-199). See D-198.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55,

57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.9 Tract No. 58, Brazoria County, Texas

There is a small uncertainty in the transfer of title between the deed at D-200 to Albert Walla and the deed from Betty Wray Walla de Groh at D-205. The probate records of Albert Walla and his wife, Bessie A. Walla, do not specifically mention this parcel. There is no record that Albert Walla conveyed his interest, or that Bessie A. Walla ever purported to convey an interest in the parcel. Albert Walla's will gives a contingent interest Betty Wray Walla, his grand-daughter. This interest never vests. The final decree in Albert Walla's estate awarded all of his property to his wife, Bessie A. Walla.

Bessie A. Walla's will gives the residue of her estate to Betty Wray Walla. The final decree awarded the residue of the estate to Betty Wray Walla. In executing the deed at D-205, Betty Wray Walla de Groh claims that she inherited the property from "Bessie Wray Walla," her grandmother, which may be the same person as Bessie A. Walla.

The probate records and Betty Wray Walla de Groh's deed appear to support her claim of title. The only uncertainty is that no one ever conveyed the property to her, and no court ever specifically awarded the property to her.

A Deed, recorded November 19, 1909, between Carlos Bee, N. M. Vogelsang, and A. E. Masterson, as Trustees, conveyed to Albert Walla, Lot 9 in Block 687, in Brazoria County, Texas (D-200). Note, the property description does not match the current description although this chain-of-title connects at D-202.

Chas. J. Horn, John W. Horn, and Thos. H. Horn, Officers, record a Certificate of Dissolution on November 19, 1918 (D-201). The Officers of the Brazos Coast Investment Company move to dissolve the corporation.

A Permit, recorded October 5, 1938, between Albert Walla to the United States of America, conveyed the right to deposit spoil and other excavated material during the construction and maintenance of the waterway on Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-202). See D-200.

An Affidavit, recorded October 27, 1964, Nannie M. Stringfellow, states that her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture (D-90).

On September 12, 1980, an Order Admitting Will to Probate was recorded (D-203). The Will of Albert F. Walla, deceased, gives no mention of the property of interest (Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision). See D-200.

On September 12, 1980, a Last Will and Testament, was recorded (D-204). The Will of Bessie A. Walla, gives no mention of the property of interest (Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision). See D-205.

A Warranty Deed, recorded September 12, 1980, between Betty Wray Walla de Groh to Fish Engineering & Construction, Inc., a Texas corporation, conveyed Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-205). Betty Wray Walla de Groh inherited this property from her grandmother, Bessie Wray Walla. See D-204.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an

Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have

been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

4.0 RECOMMENDATIONS

The title search is complete. The minor possible gaps in title described above do not merit further research. SAIC recommends conducting individual and business research on the current owners, listed in Figure 4, to verify their current status, address and telephone number. SAIC is conducting this research as part of the PRP search report for this site.

APPENDIX A
TITLE DOCUMENT REFERENCES

APPENDIX A

TITLE DOCUMENT REFERENCES

- D-1 Deed. T. T. Stratton, Grantor; Harrison Oil Company, J. S. Abercrombie Co. and Frank K. Stevens, Grantees; dated February 7, 1935; recorded February 7, 1935.
- D-2 Deed. T. T. Stratton, Grantor; R. M. Lee, Grantee; dated March 4, 1936; recorded March 30, 1936.
- D-3 Quit Claim Deed. Thomas J. Jones, Grantee; J. W. Stone, Grantor; dated November 17, 1937; recorded July 22, 1938.
- D-4 Quit Claim Deed. J. W. Stone, Grantor; H. Merlyn Christie and S. E. Dunnam, Jr., Grantees; dated October 19, 1938; recorded October 25, 1938.
- D-5 Royalty Deed. J. W. Stone, Grantor; T. T. Stratton, Grantee; dated October 18, 1938; recorded October 26, 1938.
- D-6 Royalty Deed. T. T. Stratton and Mabel H. Stratton, his wife, Grantors; Miss Eleanor Adriance Stevens, Grantee; dated October 29, 1938; recorded November 14, 1938.
- D-7 Correction Deed. J. W. Stone, Grantor; H. Merlyn Christie and S. E. Dunnam, Jr., Grantees; dated December 7, 1938, recorded December 19, 1938.
- D-8 Quit Claim Deed. Mrs. R. M. Lee, widow of R. M. Lee, Mrs. Mary Louise Giesecke, Neal Giesecke, and T. T. Stratton; Grantors; J. W. Stone, Grantee; dated October 15, 1938; recorded February 15, 1938 (1939).
- D-9 Deed. J. W. Stone, Grantor; Rika Royalty Company, Grantee; dated March 21, 1939; recorded March 23, 1939.
- D-10 Right-of-Way Deed. H. Merlyn Christie, S. E. Dunnam, Jr., Eleanor Stevens Vaughn (born Eleanor A. Stevens), and H. M. Vaughn, her husband Grantors; United States of America, Grantee; dated February 16, 1939; recorded May 18, 1939.
- D-11 Right-of-Way Deed. T. T. Stratton, Mrs. R. M. Lee, a widow, and Mary Louise Lee, Grantors; United States of America, Grantee; dated April 20, 1937; recorded May 18, 1939.
- D-12 Right-of-Way Deed. J. W. Stone, Grantor; United States of America, Grantee; dated February 16, 1939; recorded May 18, 1939.
- D-13 Right-of-Way Deed. Rika Royalty Co., Grantor; United States of America, Grantee; dated August 2, 1939; recorded August 4, 1939.

- D-14 Deed. Rika Royalty Company, Grantor; J. W. Stone, Grantee; dated December 31, 1942; recorded February 12, 1943.
- D-15 Mineral Deed. J. W. Stone, Grantor; Mary Ethel Paine, Grantee; dated September 17, 1950; recorded September 21, 1950.
- D-16 Surface Deed. J. W. Stone, Grantor; E. C. Allen, Grantee; dated October 29, 1953; recorded September 3, 1954.
- D-17 Special Warranty Deed. E. C. Allen, Grantor; Fred H. Ramer, Sr., Grantee; dated January 23, 1957; recorded February 13, 1957.
- D-18 Mineral Deed. J. W. Stone, Grantor; Mary Ethel Paine, Grantee; dated March 11, 1957; recorded March 12, 1957.
- D-19 Warranty Deed. J. W. Stone, Grantor; Rev. E. C. Allen, Grantee; dated March 11, 1957; recorded June 10, 1957.
- D-20 Warranty Deed. E. C. Allen, Grantor; C. C. Childers, Grantee; dated June 13, 1957; recorded November 27, 1957.
- D-21 Warranty Deed. C. C. Childers, Grantor; Fred H. Ramer, Sr., Grantee; dated April 26, 1961; record May 5, 1961.
- D-22 Right-of-Way. Fred H. Ramer, Sr., Grantor; Brazoria County, Grantee; dated April 30, 1961; recorded August 15, 1961.
- D-23 Right-of-Way Easement Deed. H. Merlyn Christie and Sam E. Dunnam, Jr., Grantors; Brazoria County, Grantee; dated April 19, 1961, recorded August 15, 1961.
- D-24 Warranty Deed. Fred H. Ramer, Sr., Grantor; Dr. Carl M. Carroll, Jr., Grantee; dated May 22, 1961; recorded August 3, 1962.
- D-25 Mineral Deed. H. Merlyn Christie, Grantor; Carter Byron Christie, Kay Christie and Craig Hart Christie, Grantees; dated May 1, 1961; recorded September 3, 1968.
- D-26 Tax Suit. Brazosport Independent School District, Plaintiff; W. J. D. Way, et al., Defendants; dated October 7, 1964; Cause Number 45,105 of the District Clerks Office of Brazoria County, Texas.
- D-27 Partition Deed. Sam E. Dunnam, a/k/a S. E. Dunnam, Jr., individually and as Executor of the Estate of Virginia Illig. Dunnam, deceased, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr., Grantors; Sam E. Dunnam, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr., Grantees; dated May 31, 1966; recorded May 20, 1969.

- D-28 Deed. Sam E. Dunnam, individually and as Trustee for the Estate of Virginia Illig Dunnam, and Carter Byron Christie, Kay Christie, and Craig H. Christie, Grantors; Gulfco Marine Maintenance, Inc., a corporation; dated July 30, 1969; recorded August 1, 1969.
- D-29 Deed. Carl M. Carroll, Jr. and Fred H. Ramer, Sr., Grantors; Billy G. Sandlin and Bobby L. Tanner, Grantees; dated July 2, 1969; recorded September 5, 1969.
- D-30 Deed. Billy G. Sandlin and Bobby L. Tanner, Grantors; Gulfco Marine Maintenance, Inc., a corporation, Grantee; dated July 2, 1969; recorded September 5, 1969.
- D-31 Deed of Trust. Gulfco Marine Maintenance, Inc., a corporation, Grantor; Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas secures payment of a note in the amount of \$10,000.00 payable to First State Bank, Clute, Texas; dated July 2, 1969; recorded September 5, 1969.
- D-32 Deed of Trust. Gulfco Marine Maintenance, Inc., a corporation; Grantor; D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the amount of \$162,000.00 payable to First Freeport National Bank; dated December 15, 1970; recorded December 17, 1970.
- D-33 Release of Lien. From First State Bank of Clute, Texas to Gulfco Marine Maintenance, Inc., a corporation; dated December 22, 1970; recorded December 28, 1970.
- D-34 Deed of Trust. Gulfco Marine Maintenance, Inc., a corporation; Grantor; D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00 payable to First Freeport National Bank; dated April 23, 1971; recorded April 27, 1971.
- D-35 General Warranty Deed. Gulfco, Inc., a Texas corporation (formerly known as Gulfco Marine Maintenance, Inc., a corporation; Chromalloy American Corporation, Grantee; dated October 24, 1975; recorded October 29, 1975.
- D-36 Deed of Trust. Chromalloy American Corporation, Grantor; Ralph E. David, Trustee secures payment of a note in the sum of \$189,049.01 payable to First Freeport National Bank; dated March 16, 1976; recorded April 2, 1976.
- D-37 Assumption Deed. Chromalloy American Corporation, a Delaware corporation, Grantor; Gulfco, Inc., a Texas corporation, Grantee; dated March 30, 1979; recorded April 10, 1979.
- D-38 Deed of Trust. Gulfco, Inc., a Texas corporation, Grantor; Ralph E. David, Trustee, secures payment of a note in the sum of \$6,666.66, payable to First Freeport National Bank; dated March 30, 1979; recorded April 10, 1979.

- D-39 Deed of Trust to Secure Assumption. Gulfco, Inc., a Texas corporation; Len Allen, Trustee secures payment of a note in the sum of \$189,049.01 payable to First Freeport National Bank, dated March 30, 1979; recorded April 16, 1979.
- D-40 Deed of Trust. Gulfco, Inc., a Texas corporation, Grantor; Ralph E. David, Trustee, secures payment of a note in the sum of \$250,000.00 payable to First Freeport National Bank; , dated November 12, 1979; recorded November 14, 1979.
- D-41 General Warranty Deed. Gulfco, Inc., a Texas corporation, Grantor; Fish Engineering & Construction, Inc., Grantee; dated November 12, 1979; recorded November 16, 1979.
- D-42 Deed of Trust. Fish Engineering & Construction, Inc., Grantor; Raymond J. Fields, Trustee secures payment of a note in the sum of \$506,000.00 payable to Gulfco, Inc., Holder; dated November 12, 1979; recorded November 16, 1979.
- D-43 Release of Lien. From The First Freeport National Bank to Gulfco, Inc.; dated May 29, 1981; recorded June 9, 1981.
- D-44 Release. From First Freeport National Bank to Gulfco, Inc.; dated November 12, 1982; recorded December 3, 1982.
- D-45 Release. From Gulfco, Inc., a Texas corporation to Fish Engineering & Construction, Inc., a Texas corporation; dated November 16, 1982; recorded December 3, 1982.
- D-46 Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; Walter B. Hendrick, Trustee secures payment of a note in the sum of \$6,200,000.00 payable to Mbank Houston, National Association; dated February 20, 1985; recorded February 21, 1985.
- D-47 Sole Independent Executors Deed. Estate of Sam E. Dunnam, J. W. Stone, Grantor; Sam E. Dunnam, IV, James M. Dunnam and Robert P. Dunnam, Grantees; dated August 30, 1985; recorded September 12, 1985.
- D-48 Supplemental Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; Walter B. Henderick, Trustee for Mbank Houston, National Association; dated October 1, 1985; recorded October 11, 1985.
- D-49 Subordination and Consent Agreement. C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Fish Engineering & Construction, Inc.; Mbank Houston, National Association, Grantee; dated October 10, 1985; recorded October 11, 1985.

- D-50 Deed of Trust. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; David A. Werner, Trustee secures payment of a note in the sum of \$6,200,000.00 payable to C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and Don M. Simecheck; dated October 10, 1985; recorded October 11, 1985.
- D-51 Second Supplemental Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation; Walter, B. Hendrick, Trustee for Mbank Houston, National Association; dated November 4, 1985; recorded November 18, 1985.
- D-52 Third Supplemental Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation; Walter, B. Hendrick, Trustee for Mbank Houston, National Association; dated September 1, 1987; recorded September 28, 1987.
- D-53 Assignment of Loan Documents, Liens and Security Interests. Mbank Houston, N. A., Assignor; MCORP Management Solutions, Inc., a Texas corporation, Assignee; dated January 1, 1988; recorded May 18, 1988.
- D-54 Release of Liens. From MCORP Management Solutions, Inc. to Fish Engineering & Construction, Inc., a Texas corporation; dated January 20, 1989; recorded January 20, 1989.
- D-55 Release of Lien. From C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert to Fish Engineering & Construction, Inc., a Texas corporation; dated January 20, 1989; recorded January 20, 1989.
- D-56 General Warranty Deed with Vendors Lien. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; Hercules Offshore Corporation, Grantee; dated January 20, 1989; recorded January 20, 1989.
- D-57 First Deed of Trust and Security Agreement. Hercules Offshore Corporation, Grantor; Paul F. Helton, Jr., Trustee secures payment in the amount of \$6,000,000.00 payable to Elders Finance, Inc., a New York corporation; dated January 20, 1989; recorded January 20, 1989.
- D-58 Financing Statement. Hercules Offshore Corporation, Debtor; Elders Finance, Inc., a New York corporation, Secured Party; Dated February 22, 1989; recorded February 22, 1989.
- D-59 Deed of Trust, Security Agreement, Financing Statement and Assignment of Production. James M. Dunnam, Mortgagor; Bill B. White, Trustee for Texas Commerce Bank National Association, Mortgagee; dated September 6, 1989; record September 11, 1989.
- D-60 General Warranty Deed. Hercules Offshore Corporation, a Delaware corporation, Grantor; Hercules Real Estate Corporation, a Texas corporation, Grantee; dated September 1, 1993; recorded September 7, 1993.
- D-61 Release of Lien. Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender; Hercules Offshore Corporation, a Delaware corporation, Maker; dated September 1, 1993; recorded September 7, 1993.

- D-62 Termination of Financing Statement. Elders Finance, Inc., a New York corporation, Secured Party; Hercules Offshore Corporation, Debtor; dated September 7, 1993; recorded September 7, 1993.
- D-63 Special Warranty Deed with Vendors Lien. Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation, Grantor; LDL Coastal Limited, L.P., Grantee; dated August 2, 1999; recorded August 6, 1999.
- D-64 Deed of Trust and security Agreement. LDL Coastal Limited, L. P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Grantor; P. Michael Wells, Trustee secures payment of a note in the amount of \$325,000.00, payable to Houston Commerce Bank, Beneficiary; dated August 3, 1999; recorded August 6, 1999.
- D-65 Assignment of Rents. LDL Coastal Limited, L. P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor; Houston Commerce Bank, Assignee; dated August 3, 1999; recorded August 6, 1999.
- D-66 Financing Statement. LDL Coastal Limited, L. P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Debtor; Houston Commerce Bank, Secured Party; dated August 3, 1999; recorded August 6, 1999.
- D-67 Deed. T. H. Holloway and wife, Fern Holloway, Grantors; Al Belanger, Grantee; dated July 30, 1952; recorded July, 1952.
- D-68 Right of Way. Al Belanger, Grantor; Brazoria County, Grantee; dated March 25, 1961; recorded August 15, 1961.
- D-69 Original Petition. Cora M. Belanger, Plaintiff; Al A. Belanger, Defendant; filed August 30, 1965; District Court Cause No. 45, 764 .
- D-70 Deed. Al A. Belanger, Grantor; Cora M. Balancer, Grantee; dated August 30, 1965; recorded September 1, 1965.
- D-71 Deed. Cora M. Balancer, Grantor; Robert C. Koonce, Edward R. Goff and David C. Bonnen, Grantees; dated August 30, 1965; recorded September 1, 1965.
- D-72 Deed of Trust. Robert C. Koonce, Edward R. Goff and David C. Bonnen, Grantors; James F. Crew, Trustee secures payment of a note in the sum of \$7,500.00, payable to American Savings and Loan Association of Lake Jackson; dated September 1, 1965; recorded September 1, 1965.
- D-73 Correction Deed. Al A. Balancer, Grantor; Cora M. Balancer, Grantee; dated September 16, 1965; recorded September 17, 1965.

- D-74 Deed. Edward R. Goff and David C. Bonnen, Grantors; Robert C. Koonce, Grantee; dated April 19, 1967; recorded April 20, 1967.
- D-75 Deed of Trust. Robert C. Koonce, Grantor; G. E. Waller, Trustee secures payment of a note in the sum of \$19,000.00, payable to Angleton Bank of Commerce; dated April 19, 1967; recorded April 20, 1967.
- D-76 Release. American Savings and Loan Association, Holder; Robert C. Koonce, Edward R. Goff and David C. Bonnen, Beneficiaries; dated April 20, 1967; recorded April 24, 1967.
- D-77 Deed. Robert C. Koonce, Grantor; A. B. Williamson, Grantee; dated April 28, 1969; recorded May 2, 1969.
- D-78 Release of Lien. Angleton Bank of Commerce, Holder; Robert C. Koonce, Beneficiary; dated April 30, 1969; record May 12, 1969.
- D-79 Deed of Trust. B. L. Tanner, Grantor; D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$24,500.00; dated April 8, 1970; recorded April 14, 1970.
- D-80 Warranty Deed and Vendors Assignment. A. B. Williamson, Grantor; B. L. Tanner and The First Freeport National Bank, Grantee/Holder; dated April 8, 1970; recorded April 15, 1970.
- D-81 Deed. B. L. Tanner, Grantor; Gulfco Marine Maintenance, Inc., Grantee; dated May 14, 1970; recorded May 21, 1970.
- D-82 Deed of Trust. Gulfco Marine Maintenance, Inc., Grantor; D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the sum of \$50,000.00; dated May 14, 1970; recorded May 21, 1970.
- D-83 Release of Lien. The First Freeport National Bank, Holder; B. L. Tanner, Beneficiary; dated May 21, 1970; recorded May 26, 1970.
- D-84 Quite Claim Deed. United States of America, Grantor; Gulfco Marine Maintenance, Inc., Grantee; dated November 24, 1970; filed for record April 5, 1970.
- D-85 Release of Lien. The First Freeport National Bank, Holder; Gulfco Marine Maintenance, Inc., Beneficiary; dated April 23, 1971; record April 27, 1971.
- D-86 Deed. C. L. Minkler, Grantor; A. J. Smith, Grantee; dated June 22, 1939; recorded December 12, 1939.
- D-87 Affidavit of Heirship and No Administration. A. J. Smith, J. C. Evans, and Mrs. Ruth Evans, in the Matter of Heirship of Lola A. Smith, Deceased; dated September 22, 1943; recorded September 28, 1943.

- D-88 Deed. A. J. Smith, Grantor; R. E. L. Stringfellow, Grantee; dated April 7, 1945; recorded April 9, 1945.
- D-89 Right-of-Way Deed. Nannie M. Stringfellow, widow, Grantor; Brazoria County, Grantee; dated March 30, 1961; recorded August 15, 1961.
- D-90 Affidavit. Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, Deceased; dated February 5, 1957; recorded October 27, 1964.
- D-91 Warranty Deed. R. E. L. Stringfellow, Grantor; L. S. Womack, Grantee; dated June 7, 1965, recorded June 14, 1965.
- D-92 Quite Claim Deed. Lola Ruth Smith Evans, widow, Grantor; L. S. Womack, Grantee; dated November 15, 1966; recorded November 15, 1966.
- D-93 Deed. L. S. Womack, Grantor; Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantees; dated November 22, 1966; recorded November 22, 1966.
- D-94 Deed of Trust. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Frank W. Stevens, Trustee secures payment of a note in the sum of \$11,000.00, payable to L. S. Womack; dated November 22, 1966; recorded November 22, 1966.
- D-95 Release of Lien. L. S. Womack, Holder; Anthony Zanakos and wife, Beverly Joyce Zanakos, Beneficiaries; dated December 11, 1968; recorded January 7, 1969.
- D-96 Deed of Trust. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; J. H. Westmoreland, Trustee secures payment of a note in the sum of \$6,200.00, payable to Sharpstown State Bank; dated December 9, 1968; recorded January 7, 1969.
- D-97 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated June 16, 1969; record June 20, 1969.
- D-98 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated September 14, 1969; recorded September 22, 1969.
- D-99 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated December 16, 1969; recorded December 30, 1969.
- D-100 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated March 13, 1970; recorded March 31, 1970.
- D-101 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated October 27, 1970; recorded November 17, 1970.

- D-102 Deed of Trust. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Clarence Meyer, Trustee secures payment of a note in the sum of \$4,100.00, payable to First State Bank of Bellaire; , dated April 14, 1971; recorded April 20, 1971.
- D-103 Release from Federal Deposit Insurance. Federal Deposit Insurance Corporation, Receiver; Anthony Zanakos and wife, Beverly Joyce Zanakos, Debtors; dated May 4, 1971; recorded May 5, 1971.
- D-104 Easement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Houston Lightning & Power Company, Grantee; dated June 1, 1978; recorded July 31, 1978.
- D-105 Lease Agreement. Anthony Zanakos, Lessor; Chromalloy American Corporation, Gulfco Division, a corporation, Lessee; dated January 7, 1977; recorded February 27, 1980.
- D-106 Release of Lien. First State Bank of Bellaire, Texas, Holder; Anthony Zanakos and wife, Beverly Joyce Zanakos, Beneficiaries; dated March 13, 1980; recorded March 17, 1980.
- D-107 Option Termination and Release. Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner, Grantors; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated April 11, 1980; recorded April 17, 1980.
- D-108 Confirmation of Compliance. Anthony Zanakos, Lessor; Chromalloy American Corporation, Lessee; dated April 8, 1980; recorded April 17, 1980.
- D-109 Assignment of Lease. Chromalloy American Corporation, Assignor; Fish Engineering & Construction, Inc., a Texas corporation, Assignee; dated January 7, 1977; recorded April 17, 1980.
- D-110 General Warranty Deed. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated April 30, 1982; recorded May 5, 1982.
- D-111 Lease Cancellation. Anthony Zanakos, Lessor; Fish Engineering & Construction, Inc., Lessee; dated April 30, 1982; recorded May 7, 1982.
- D-112 Deed. T. T. Stratton and R. W. Milner, Jr., Grantors; Harrison Oil Company, J. S. Abercrombie Co., and Frank K. Stevens, Grantees; dated May 1, 1936; record May 4, 1936.
- D-113 Grazing Lease. F. K. Stevens, Lessor; R. E. L. Stringfellow, Lessee; dated October 1, 1936, recorded October 15, 1936.
- D-114 Right-of-Way Deed. Harrison Oil Company, J. S. Abercrombie Co., and Frank K. Stevens, Grantors; United States of America, Grantee; dated August 19, 1937; recorded October 23, 1937.

- D-115 Deed. Harrison Oil Company, a Texas corporation, Grantor; Magnolia Petroleum Company, a Texas corporation, Grantee; dated December 31, 1942; recorded January 14, 1943.
- D-116 Grazing Lease. Frank K. Stevens, J. S. Abercrombie Co., and Magnolia Petroleum Company, Lessors; Mr. E. C. Allen, Lessee; dated May 20, 1953; recorded May 1953.
- D-117 Deed. J. S. Abercrombie Company, Grantor; Old Ocean Oil Company, a Delaware corporation, Grantee; dated April 27, 1954; recorded May 6, 1954.
- D-118 Deed. Old Ocean Oil Company, a Delaware corporation, Grantor; Stanolind Oil and Gas Company, a Texas corporation; dated April 30, 1954; recorded May 10, 1954.
- D-119 Partition Deed. Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation, and Frank K. Stevens, Grantors; Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation, and Frank K. Stevens, Grantees; dated October 29, 1954; recorded December 13, 1954.
- D-120 Deed with Vendors Lien. Frank K. Stevens, Grantor; Joe M. Baggett, Grantee; dated June 5, 1955; recorded June 13, 1955.
- D-121 Certificate of Amendment. Stanolind Oil and Gas Company; Pan American Petroleum Corporation; dated January 22, 1957; recorded January, 1957.
- D-122 Certificate of Merger. Magnolia Petroleum Company, a Texas corporation; into Socony Mobil Oil Co., Inc., a New York corporation; dated September 30, 1959; recorded October 22, 1959.
- D-123 Certificate of Ownership and Merger. Magnolia Petroleum Company, a Texas corporation; into Socony Mobil Oil Company, Inc., a New York corporation; dated September 16, 1959; recorded October 22, 1959.
- D-124 Warranty Deed. Joe M. Baggett, Grantor; T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Huges, Grantees; dated October 11, 1960; recorded October 11, 1960.
- D-125 Release. Frank K. Stevens, Holder; Joe M. Baggett, Debtor; dated July 5, 1961; recorded July 10, 1961.
- D-126 Warranty Deed. T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Huges Grantors; A. B. Williamson and wife, Margaret G. Williamson, Grantees; dated June 20, 1961; recorded July 10, 1961.

- D-127 Deed of Trust. A. B. Williamson and wife, Margaret G. Williamson, Grantors; Robert C. Koonce, Trustee secures payment of a note in the amount of \$7,500.00, payable to Joe M. Baggett and T. C. Baggett, Beneficiaries; dated June 20, 1961; record July 10, 1961.
- D-128 Right-of-Way. Joe M. Baggett, et al., Grantors; Brazoria County, Grantee; dated April 24, 1961; recorded August 15, 1961.
- D-129 Release. A. B. Williamson, and wife, Margaret G. Williamson, Debtor; Joe M. Baggett, et al., Beneficiaries; dated November 13, 1961; recorded November 29, 1961.
- D-130 Deed. A. B. Williamson and wife, Margaret G. Williamson, Grantors; J. O. Angle, Grantee; dated October 29, 1964; recorded November 3, 1964.
- D-131 Deed of Trust. J. O. Angle, Grantor; Edward R. Goff, Trustee secures payment of a note in the sum of \$10,000.00, payable to A. B. Williamson and wife, Margaret G. Williamson, Beneficiaries; dated October 29, 1964; recorded November 3, 1964.
- D-132 Assignment of Deed of Trust. A. B. Williamson and wife, Margaret G. Williamson, Holder; Brazosport Savings and Loan Association, Purchaser; dated November 16, 1964; recorded November 16, 1964.
- D-133 Warranty Deed. A. B. Williamson and wife, Margaret G. Williamson, Grantors; Vernon C. Wilson, Grantee; dated November 17, 1964; recorded November 25, 1964.
- D-134 Deed of Trust. Vernon C. Wilson, Grantor; Edward R. Goff, Trustee secures payment of a note in the sum of \$12,000.00, payable to A. B. Williamson and wife, Margaret G. Williamson, Beneficiaries; dated November 17, 1964; recorded November 25, 1964.
- D-135 Assignment of Deed of Trust. A. B. Williamson and wife, Margaret G. Williamson, Holder; Brazosport Savings and Loan Association, Purchaser; dated November 17, 1964; recorded November 25, 1964.
- D-136 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee secures payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated September 2, 1965; recorded September 9, 1965.
- D-137 Change of Name. Socony Mobil Oil Company to Mobil Oil Corporation; dated May 18, 1966; recorded May 31, 1966.
- D-138 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee secures payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated September 1, 1966; recorded September 6, 1966.
- D-139 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable

to Brazosport Savings and Loan Association, Beneficiary; dated August 31, 1967; recorded August 31, 1967.

- D-140 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated August 31, 1967; recorded August 31, 1967.
- D-141 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantors; Joey R. Horn, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated August 28, 1968; recorded September 16, 1968.
- D-142 Extension of Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated August 28, 1968; recorded September 6, 1968.
- D-143 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantors; L. R. Giese, Trustee secures payment of a note in the sum of \$11,500.00, payable to The First National Bank of Angleton, Beneficiary; dated August 18, 1972; recorded August 23, 1972.
- D-144 Release of Deed of Trust. Brazosport Savings and Loan Association, Holder; A. B. Williamson and wife, Margaret Williamson, Debtor; dated August 24, 1972; recorded August 28, 1972.
- D-145 Release of Deed of Trust. The First National Bank of Angleton, Holder; A. B. Williamson and wife, Margaret Williamson, Debtor; dated December 22, 1972; recorded December 27, 1972.
- D-146 Release. Brazosport Savings and Loan Association, Holder; J. O. Angle, Debtor; dated November 2, 1967; recorded February 14, 1975.
- D-147 Deed. J. O. Angle, Grantor; Gulfco, Inc., a Texas corporation, Grantee; dated February 14, 1975; recorded February 14, 1975.
- D-148 Deed of Trust. Gulfco, Inc., a Texas corporation, Grantor; Minor M. Smith, Trustee secures payment of a note in the sum of \$19,000.00, payable to J. O. Angle, Beneficiary; dated February 14, 1975; recorded February 14, 1975.
- D-149 Release of Lien. J. O. Angle, Holder; Gulfco, Inc., a Texas corporation, Debtor; dated July 31, 1975; recorded August 1, 1975.
- D-150 Deed of Trust. Gulfco, Inc., a Texas corporation; D. M. Harsdorff, Trustee secures payment of a note in the sum of \$19,000.00, payable to Brazosport Bank of Texas, Beneficiary; dated July 31, 1975; recorded August 6, 1975.

- D-151 Easement. Chromalloy American Corporation, a Delaware corporation, Grantor; Brazoria County, Grantee; dated May 23, 1978; recorded July 31, 1978.
- D-152 Assignment and Conveyance. Mobil Oil Corporation, Grantor; Mobil Producing Texas & New Mexico Inc., a Delaware corporation, Grantee; dated December 10, 1979; recorded January 3, 1980.
- D-153 Quitclaim Deed. A. B. Williamson and wife, Margaret Williamson, Grantors; Chromalloy American Corporation, a Delaware corporation, Grantee; dated February 29, 1980; recorded March 5, 1980.
- D-154 Release of Lien. Brazosport Bank of Texas, Holder; Gulfco, Inc., a Texas corporation, Debtor; dated March 13, 1980; recorded March 17, 1980.
- D-155 General Warranty Deed. Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner, Grantors; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated April 11, 1980; recorded April 17, 1980.
- D-156 Deed. A. F. Hudgins, Grantor; S. W. Hudgins, Grantee; dated May 5 1950; recorded May 1950.
- D-157 Deed. J. W. Dennis, Grantor; Frank K. Stevens, Grantee; dated May 2, 1955; recorded May 7, 1955.
- D-158 Quit Claim Deed. S. W. Hudgins, Grantor; Frank K. Stevens, Grantee; dated June 6, 1955; recorded June 7, 1955.
- D-159 Deed. Frank K. Stevens, Grantor; Joe M. Baggett, Grantee; dated June 5, 1955; recorded June 13, 1955.
- D-160 Warranty Deed. Joe M. Baggett, Grantor; T. C. Baggett, et al., Grantee; dated October 11, 1960; recorded October 11, 1960.
- D-161 Lease. A. B. Williamson, Lessor; Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee; dated November 4, 1975; recorded November 6, 1975.
- D-162 General Warranty Deed. A. B. Williamson and wife, Margaret G. Williamson, Grantors; Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Grantee; dated February 29, 1980; recorded March 5, 1980.
- D-163 Lease Termination and Release. A. B. Williamson, Lessor; Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee; dated February 29, 1980; recorded March 5, 1980.

- D-164 Tax Suit. State of Texas, Plaintiff; Patrick McSherry, et al., Defendants; District Court Cause Number 36,760; June 1956.
- D-165 Power of Attorney Deed. Francis McSherry, Heir, Patrick McSherry, Deceased, and Ella McSherry; Pritchett Harvey, Attorney; dated June 26, 1956; recorded June, 1956.
- D-166 Affidavit. Francis McSherry, Author; in the Matter of the Estate of Patrick McSherry, Deceased; dated August 31, 1956; recorded November 20, 1956.
- D-167 Affidavit. Andrew G. Bernmetz, Author; in the Matter of the Estate of Patrick McSherry, Deceased, dated September 7, 1956; recorded November 20, 1956.
- D-168 Will. Patrick McSherry, Deceased; dated October 25, 1930; recorded July 1956.
- D-169 Deed of Trust. Francis McSherry, Grantor; Walter Yerby, Trustee secures payment of a note in the sum of \$265.00, payable to Pritchett Harvey, Holder, dated November 15, 1957; recorded November 19, 1957.
- D-170 Quit Claim Deed. Mrs. R.E. L. Stringfellow, Grantor; Mrs. Pollye Beacroft, Grantee; dated April 17, 1958; recorded April 18, 1958.
- D-171 Deed of Trust. James Francis McSherry, Grantor; R. G. Allen, Trustee secures payment of a note in the sum of \$393.35, payable to Pritchett Harvey, Holder; dated May 12, 1960; recorded August 22, 1960.
- N/A Damage Suit. James McSherry, et al., Plaintiffs; Mrs. Pollye Beacroft and husband, Defendants; Cause Number 43,599; District Court Records, April 1963.
- D-172 Deed. James Francis McSherry and Pritchett Harvey, Grantors; A. B. Williamson, Grantee; dated May, 1963; recorded January 9, 1964.
- D-173 Deed of Trust. A. B. Williamson, Grantor; L. R. Giese, Trustee secures payment of a note in the sum of \$35,000.00, payable to The First National Bank of Angleton, Texas, Holder; dated November 1966; recorded November 10, 1966.
- D-174 Deed of Trust. A. B. Williamson, Grantor; L. R. Giese, Trustee secures payment of a note in the sum of \$53,500.00, payable to The First National Bank of Angleton, Texas, Holder; dated September 19, 1967; recorded September 21, 1967.
- D-175 Renewal and Extension Agreement. A. B. Williamson, Debtor; The First National Bank of Angleton, Holder; dated September 19, 1967; recorded September 25, 1967.
- D-176 Renewal and Extension Agreement. A. B. Williamson, Debtor; The First National Bank of Angleton, Holder; dated December 17, 1968; recorded December 19, 1968.

- D-177 Deed of Trust. A. B. Williamson, Grantor; L. R. Giese, Trustee secures payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; dated December 17, 1968; recorded December 19, 1968.
- D-178 Deed of Trust. A. B. Williamson, Debtor; L. R. Giese, Trustee renews and extends payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; dated December 17, 1969; recorded December 22, 1969.
- D-179 Extension of Deed of Trust. A. B. Williamson, Debtor; The First National Bank of Angleton renews and extends payment of a note in the sum of \$63,500.00; dated December 17, 1969; recorded December 22, 1969.
- D-180 Deed of Trust. A. B. Williamson, Debtor; L. R. Giese, Trustee, renews and extends payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; renews and extends payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; dated May 12, 1970; recorded May 14, 1970.
- D-181 Extension of Deed of Trust. A. B. Williamson, Debtor; The First National Bank of Angleton, Holder; dated May 12, 1970; recorded May 14, 1970.
- D-182 Release of Lien. The First National Bank of Angleton, Texas, Holder; A. B. Williamson, Debtor; dated August 27, 1971; recorded September 3, 1971.
- D-183 Sheriff's Deed. Robert R. Gladney, Sheriff; B. G. Sandlin, Grantee; dated July 30, 1965, recorded August 4, 1965.
- D-184 Deed. B. G. Sandlin, Grantor; Gulfco Marine Maintenance, Inc., Grantee; dated May 14, 1970; recorded May 21, 1970.
- D-185 Partial Release of Lien. First Freeport National Bank, Holder; Chromalloy American Corporation, a Delaware corporation, Debtor; dated April 11, 1979; recorded April 19, 1979.
- D-186 General Warranty Deed. Fish Engineering & Construction, Inc., Grantor; Jack Palmer and Ron W. Hudson, Grantees; dated December 1, 1997; recorded May 12, 1999.
- D-187 Sheriff's Deed. John McKinney, Sheriff; J. S. Montgomery and J. F. Harris, Grantees; dated June 30, 1932; recorded October 16, 1936.
- D-188 In the Matter of Proceeding. Brazoria County, Plaintiff; A. P. George, et al., Defendants; dated June 1937; recorded June 4, 1937.
- D-189 In the Matter of Proceeding. F. M. Harvin, Ben D. Cannan, W. G. Stewart, Commissioners, Brazoria County; Heirs of Mrs. H. G. Titus; dated April 24, 1937, recorded June 4, 1937.

- D-190 Right-of-Way. Brazoria County, Grantor; United States of America, Grantee; dated January 11, 1939; recorded May 18, 1939.
- D-191 Deed. J. S. Montgomery and J. F. Harris, Grantors; Nannie M. Stringfellow, Grantee; dated February 24, 1942; recorded March 17, 1942.
- D-192 Quit Claim Deed. J. R. Gayle, Jr., Grantor; Nannie M. Stringfellow, Grantee; dated July 14, 1947; recorded July 16, 1947.
- D-193 Probate. J. F. Harris, Deceased; Last Will and Testament; dated September 10, 1947; recorded September 10, 1947.
- D-194 Affidavit. S. B. Hoefle, Author; Floyd Enlow, Public Notary; dated November 17, 1950; recorded November 27, 1950.
- D-195 Probate. Mrs. Lottie Harris, Deceased; Last Will and Testament; dated February 26, 1951; recorded February 26, 1951.
- D-196 Probate. George E. Harris, Deceased; Inventory and Appraisement of the Estate of George E. Harris; dated May 23, 1956; recorded May 23, 1956.
- D-197 Deed. Mrs. Pollye Beacroft, Grantor; Shell Oil Company, a Delaware corporation, Grantee; dated June 23, 1965; recorded July 8, 1965.
- D-198 Limited Warranty Deed. Shell Oil Company, a Delaware corporation, Grantor; John T. Suggs and J. L. Wilson, Grantee; dated December 16, 1971; recorded February 8, 1972.
- D-199 Warranty Deed. John T. Suggs and J. L. Wilson, Grantors; Fish Engineering & Construction, Inc., Grantee; dated May 5, 1980; recorded June 5, 1980.
- D-200 Deed. Carlos Bee, N. M. Vogelsang, and A. E. Masterson, Trustees; Albert Walla, Grantee; dated August 31, 1909; recorded November 19, 1909.
- D-201 Certification of Dissolution. Chas. J. Horn, John W. Horn, and Thos. H. Horn, Officers and Stockholders; Brazos Coast Investment Company; dated December 8, 1910; recorded November 19, 1918.
- D-202 Permit. Albert Walla, Grantor; United States of America, Grantee; dated March 28, 1936; recorded October 5, 1938.
- D-203 Order Admitting Will to Probate. Albert F. Walla, Deceased; dated June 2, 1952; recorded September 12, 1980.
- D-204 Last Will and Testament. Bessie A. Walla; Last Will and Testament; dated June 25, 1953; recorded September 12, 1980.

D-205 Warranty Deed. Betty Wray Walla de Groh, Grantor; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated July 30, 1980; recorded September 12, 1980.

APPENDIX B
TITLE ABSTRACTS

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
09/06/1989	Deed of Trust, Security Agreement, Financing Statement and Assignment of Production	James M. Dunnam, Mortgagor	Bill B. White, Trustee, for Texas Commerce Bank National Association, Mortgagee	Affects certain interests in oil, gas and mineral estates in the property known as Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision. See D-47.	09/11/1989	Volume (89) 711, Page 270, Official Records of Brazoria County	D-59
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21,	02/22/1989	Volume (89) 644, Page 496, Official Records of	D-58

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.		Brazoria County	
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria County	D-57
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-	05/18/1988	Volume (88) 547, Page 83, Official Records of	D-53

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	Liens and Security Interests			from indebtedness. See D-52, D-51, D-49, D-48, and D-46.		Records of Brazoria County	
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria	D-48

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				Coast Investment Company Subdivision. See D-46.		County	
08/31/1985	Sole Independent Executor's Deed	Estate of Sam E. Dunnam	Sam E. Dunnam, IV, James M. Dunnan, and Robert P. Dunnam	Grantor conveys an undivided 1/16 interest in Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision, to the Grantees in equal undivided 1/3 portions. See D-7.	9/12/1985	Volume (85) 184, Page 756, Official Records of Brazoria County	D-47
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46
11/16/1982	Release	Gulfco, Inc., a Texas corporation, Holder, Payee	Fish Engineering & Construction, Inc., a Texas corporation	Gulfco, Inc., releases the promissory note and real property described at D-42.	12/03/1982	Volume 1681, Page 787, Deed Records	D-45
11/12/1982	Release	The First Freeport National Bank, Holder, Payee	Gulfco, Inc., a Texas corporation	Ralph W. Hatfield, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40, and all other liens securing the note.	12/03/1982	Volume 803, Page 248, Deed of Trust Records	D-44
05/29/1981	Release of Lien	Ralph E. David, Trustee, for The First Freeport National Bank	Gulfco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40.	06/09/1981	Volume 725, Page 400, Deed of Trust Records	D-43
11/12/1979	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	Raymond J. Fields, Trustee, and Gulfco, Inc., Holder	Grantor secures a promissory note in the amount of \$1,105,760.00 on real property that includes Tract Nos. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, and 56, Division 8, Brazos Coast Investment Company Subdivision.	11/16/1979	Volume 657, Page 473, Deed of Trust Records	D-42

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-40.			
11/12/1979	General Warranty Deed	Guloco, Inc., a Texas corporation	Fish Engineering & Construction, Inc.	Grantor conveys Tract No. 21, 21A, 21B, all of Tract Nos. 22, and 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23 and the Deed of Trust at D-40. See D-37.	11/16/1979	Volume 1485, Page 359, Deed Records	D-41
11/12/1979	Deed of Trust	Guloco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-38 and D-36.	11/14/1979	Volume 657, Page 163, Deed of Trust Records	D-40
03/30/1979	Deed of Trust to Secure Assumption	Guloco, Inc., a Texas corporation	Len Allen, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-36.	04/16/1979	Volume 630, Page 453, Deed of Trust Records	D-39
03/30/1979	Deed of Trust	Guloco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$400,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. This Deed of Trust is second to the Deed of trust at D-36. See D-37.	04/10/1979	Volume 629, Page 792, Deed of Trust Records	D-38
3/30/1979	Assumption Deed	Chromalloy American Corporation, a Delaware corporation	Guloco, Inc., a Texas corporation	Grantor conveys real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company	04/10/1979	Volume 1451, Page 288, Deed Records	D-37

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-35.		Records	
03-16-1976	Deed of Trust	Chromalloy American Corporation, a Delaware corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-34.	04/02/1976	Volume 501, Page 360, Deed of Trust Records	D-36
10/24/1975	General Warranty Deed	Gulco, Inc., a Texas corporation formerly known as Gulco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-30 and D-28.	10/29/1975	Volume 1266, Page 290, Deed Records	D-35
04/23/1971	Deed of Trust	Gulco Marine Maintenance, Inc., a corporation	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor renews and extends a promissory note in the amount of \$162,000.00 on real property that includes Tract Nos. 21, 22, and 56, Division 8, Brazos Coast Investment Company Subdivision. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.	04/27/1971	Volume 375, Page 146, Deed of Trust Records	D-34
12/22/1970	Release of Lien	Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas	Gulco Marine Maintenance, Inc., a corporation	Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas, releases the promissory note and real property described at D-31.	12/28/1970	Volume 368, Page 849, Deed of Trust Records	D-33
12/15/1970	Deed of Trust	Gulco Marine Maintenance, Inc., a	D. V. Collins, Trustee, for The First Freeport	Grantor secures a promissory note in the amount of \$162,000.00 on real	12/17/1970	Volume 368, Page 630,	D-32

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
		Maintenance, Inc., a corporation	The First Freeport National Bank	the amount of \$162,000.00 on real property that includes Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision. See D-30.		Page 650, Deed of Trust Records	32
07/02/1969	Deed of Trust	Gulfco Marine Maintenance, Inc., a corporation	Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas	Grantor secures a promissory note in the amount of \$10,000.00 on real property known as Tract No. 21 (0.986 acres) and Tract No. 21B (1.986 acres), Division 8, Brazos Coast Investment Company Subdivision. See D-30.	09/05/1969	Volume 348, Page 207, Deed of Trust Records	D-31
07/02/1969	Deed	Billy G. Sandlin and Bobby L. Tanner	Gulfco Marine Maintenance, Inc., a corporation	Grantors convey Tract No. 21 (0.986 acres) and Tract No. 21B (1.986 acres) of land that came out of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-29 and D-27.	09/05/1969	Volume 1041, Page 690, Deed Records	D-30
07/02/1969	Deed	Carl M. Carroll, Jr., and Fred H. Ramer, Sr.	Billy G. Sandlin and Bobby L. Tanner	Grantors convey Tract No. 21 (0.986 acres) and Tract No. 21B (1.986 acres) of land out of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision to the Grantees. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-27.	09/05/1969	Volume 1041, Page 687, Deed Records	D-29
07/30/1969	Deed	Sam E. Dunnam, individually and as Trustee for the Estate of Virginia Illig Dunnam and Carter Byron Christie, Kay Christie, and Craig H. Christie	Gulfco Marine Maintenance, Inc., a corporation	Grantors convey Tract No. 21A (1.002 acres) of land out of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision to Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-27.	08/01/1969	Volume 1038, Page 734, Deed Records	D-28

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-12, D-13, D-22, and D-23. See D-27.			
05/31/1966	Partition Deed	Sam E. Dunnam, a/k/a S. E. Dunnam, Jr., individually and as Executor of the Estate of Virginia Illig Dunnam, deceased, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr.	Sam E. Dunnan, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr.	The following described property has been partitioned out of Tract 21. The Grantees each receive a portion of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision, containing 1.002 acres; 1.986 acres; and 0.986 acres of land. This totals 3.974 acres. An undivided 1/2 interest goes to Sam E. Dunnan and the remaining undivided 1/2 interest goes to Carter Byron Christie, Kay Christie, and Craig Hart Christie (Tract 21A, 1.002 acres). Dr. Carl M. Carroll, Jr., receives all of Tract 21B (1.986 acres). Fred H. Ramer, Sr., receives all of Tract 21 (0.986 acres). See D-25, D-24, D-21, D-17, and D-7.	05/20/1969	Volume 1032, Page 106, Deed Records	D-27
10/07/1964	Tax Suit	The Brazosport Independent School District, Plaintiff	W. J. D. Way, et al., Defendants	It is ordered that the defendants must pay past due taxes, penalties, and interest for all delinquent years on numerous properties including the SE 1/8 of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision.	10/07/1964	Civil Book 12, Page 561	D-26
05/01/1961	Mineral Deed	H. Meryn Christie	Carter Byron Christie, Kay Christie, and Craig Hart Christie	Grantor conveys an undivided 1/8 interest in all oil, gas, and other minerals. See D-7.	09/03/1968	Volume 859, Page 269, Deed Records	D-25
05/22/1961	Warranty Deed	Fred H. Ramer, Sr.	Dr. Carl M. Carroll, Jr.	Grantor conveys an undivided 1/2 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-21.	08/03/1962	Volume 827, Page 156, Deed Records	D-24
04/19/1961	Right of Way Easement Deed	H. Meryn Christie and Sam E. Dunnam, Jr.	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8,	08/15/1961	Volume 798, Page 681, Deed	D-23

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	Deed			end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-7 and D-4.		Deed Records	
04/30/1961	Right of Way	Fred H. Ramer, Sr.	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-21.	08/15/1961	Volume 798, Page 679, Deed Records	D-22
04/26/1961	Warranty Deed	C. C. Childers	Fred H. Ramer, Sr.	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-20.	05/05/1961	Volume 791, Page 592, Deed Records	D-21
06/13/1957	Warranty Deed	E. C. Allen	C. C. Childers	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-19.	11/27/1957	Volume 700, Page 418, Deed Records	D-20
03/11/1957	Warranty Deed	J. W. Stone	Rev. E. C. Allen	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Excepting oil, gas and other minerals. See D-8.	06/10/1957	Volume 688, Page 13, Deed Records	D-19
03/11/1957	Mineral Deed	J. W. Stone	Mary Ethel Paine	Grantor conveys an undivided ½ interest in mineral and royalty interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-3.	03/12/1957	Volume 681, Page 26, Deed Records	D-18
01/23/1957	Special Warranty Deed	E. C. Allen	Fred H. Ramer, Sr.	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-16.	02/13/1957	Volume 678, Page 429, Deed Records	D-17

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
10/29/1953	Surface Deed	J. W. Stone	E. C. Allen	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-14.	09/03/1954	Volume 602, Page 168, Deed Records	D-16
09/17/1950	Mineral Deed	J. W. Stone	Mary Ethel Paine	Grantor conveys an undivided 1/4 interest in mineral and royalty interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, less a 1/64th non-participating royalty interest conveyed by Grantor to T. T. Stratton. See D-3.	09/21/1950	Volume 486, Page 472, Deed Records	D-15
12/31/1942	Deed	Rika Royalty Company	J. W. Stone	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except a 1/64th non-participating royalty interest conveyed by Grantor to T. T. Stratton. See D-9.	02/12/1943	Volume 367, Page 107, Deed Records	D-14
08/02/1939	Right of Way Deed	Rika Royalty Company	United States of America	Grantor conveys an easement and right-of-way for the construction and maintenance of an Intracoastal Waterway from the Mississippi River required for canal purposes and improvement there on. This conveyance contains 2.1 acres of Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-9.	08/04/1939	Volume 320, Page 341, Deed Records	D-13
02/16/1939	Right of Way Deed	J. W. Stone	United States of America	Grantor conveys an easement and right-of-way for the construction and maintenance of an Intracoastal	05/18/1939	Volume 319, Page 48, Deed	D-12

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				Waterway from the Mississippi River required for canal purposes and improvement there on. This conveyance contains 2.1 acres of Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-8.		Records	
04/20/1937	Right of Way Deed	T. T. Stratton, Mrs. R. M. Lee, a widow, and Mary Louise Lee	United States of America	Grantors convey an easement and right-of-way for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America. This conveyance contain 2.1 acres of Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-2.	05/18/1939	Volume 319, Page 40, Deed Records	D-11
02/16/1939	Right of Way Deed	H. Mertyn Christie, S. E. Dunnam, Jr., Eleanor Stevens Vaughn (born Eleanor A. Stevens), and H. M. Vaughn, her husband	United States of America	Grantor conveys easement and right of way in (2.1 acres) of a tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to the Grantees for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-7.	05/18/1939	Volume 319, Page 38, Deed Records	D-10
03/21/1939	Deed	J. W. Stone	Rika Royalty Company	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except a 1/64th non-participating royalty interest conveyed by Grantor to T. T.	03/23/1939	Volume 315, Page 346, Deed Records	D-9

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				Stratton. See D-2.			
10/15/1938	Quit Claim Deed	Mrs. R. M. Lee, widow of R. M. Lee, Mrs. Mary Louise Giesecke, Neal Giesecke, T. T. Stratton	J. W. Stone	Grantor/Widow conveys an undivided 1/2 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-2.	02/15/1938 (1939)	Volume 314, Page 505, Deed Records	D-8
12/7/1938	Correction Deed	J. W. Stone	H. Merlyn Christie and S. E. Dunnam, Jr.	Grantor conveys an undivided 1/2 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, less a 1/64th non-participating royalty interest conveyed by Grantor to T. T. Stratton. See D-4.	12/19/1938	Volume 313, Page 437, Deed Records	D-7
10/29/1938	Royalty Deed	T. T. Stratton and Mabel H. Stratton, his wife	Miss Eleanor Adriance Stevens	Grantor conveys an undivided 1/16th in all oil and gas royalties and other minerals in Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This mineral interest is one-half of the interest acquired at D-5.	11/14/1938	Volume 313, Page 62, Deed Records	D-6
10/18/1938	Royalty Deed	J. W. Stone	T. T. Stratton	Grantor conveys an undivided 1/8th interest in all oil and gas royalties and other minerals in Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same 5 acre tract of land conveyed August 31, 1909. See D-3.	10/26/1938	Volume 309, Page 629, Deed Records	D-5
10/19/1938	Quit Claim Deed	J. W. Stone	H. Merlyn Christie and S. E. Dunnam, Jr.	Grantor conveys an undivided 1/2 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-3, D-7.	10/25/1938	Volume 309, Page 605, Deed Records	D-4
11/17/1937	Quit Claim Deed	Thomas J. Jones	J. W. Stone	Grantor conveys "all interest" in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same 5 acre tract of land	07/22/1938	Volume 306, Page 604, Deed Records	D-3

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				is the same 5 acre tract of land conveyed August 31, 1909.			
03/04/1936	Deed	T. T. Stratton	R. M. Lee	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	03/30/1936	Volume 276, Page 302, Deed Records	D-2
02/07/1935	Deed	T. T. Stratton	Harrison Oil Company, J.S. Abercrombie Co., and Frank K. Stevens	Grantor reserves an undivided 1/9th interest in Subdivision No. 8, Brazos Coast Investment Company Subdivision, and conveys an undivided 1/3 interest to Harrison Oil Company, an undivided 1/3 interest to J.S. Abercrombie Co., and an undivided 2/9 interest to Frank K. Stevens. Note, the exact property description is left out of the conveyance document.	02/07/1935	Volume 259, Page 277, Deed Records	D-1

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41 and D-155.			
11/16/1982	Release	Gulco, Inc., a Texas corporation, Holder, Payee	Fish Engineering & Construction, Inc., a Texas corporation	Gulco, Inc., releases the promissory note and real property described at D-42.	12/03/1982	Volume 1681, Page 787, Deed Records	D-45
11/12/1982	Release	The First Freeport National Bank, Holder, Payee	Gulco, Inc., a Texas corporation	Ralph W. Hatfield, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40, and all other liens securing the note.	12/03/1982	Volume 803, Page 248, Deed of Trust Records	D-44
05/29/1981	Release of Lien	Ralph E. David, Trustee, for The First Freeport National Bank	Gulco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40.	06/09/1981	Volume 725, Page 400, Deed of Trust Records	D-43
11/12/1979	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	Raymond J. Fields, Trustee, and Gulco, Inc., Holder	Grantor secures a promissory note in the amount of \$1,105,760.00 on real property that includes Tract Nos. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, and 56, Division 8, Brazos Coast Investment Company Subdivision. See D-40.	11/16/1979	Volume 657, Page 473, Deed of Trust Records	D-42
11/12/1979	General Warranty Deed	Gulco, Inc., a Texas corporation	Fish Engineering & Construction, Inc.	Grantor conveys Tract No. 21, 21A, 21B, all of Tract Nos. 22, and 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23 and the Deed of Trust at D-40. See D-37.	11/16/1979	Volume 1485, Page 359, Deed Records	D-41
11/12/1979	Deed of Trust	Gulco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all	11/14/1979	Volume 657, Page 163, Deed of	D-40

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
			National Bank	that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-38 and D-36.		Deed of Trust Records	
03/30/1979	Deed of Trust	Gulfco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$400,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. This Deed of Trust is second to the Deed of trust at D-36. See D-37.	04/10/1979	Volume 629, Page 792, Deed of Trust Records	D-38
3/30/1979	Assumption Deed	Chromalloy American Corporation, a Delaware corporation	Gulfco, Inc., a Texas corporation	Grantor conveys real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-35.	04/10/1979	Volume 1451, Page 288, Deed Records	D-37
03-16-1976	Deed of Trust	Chromalloy American Corporation, a Delaware corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-34.	04/02/1976	Volume 501, Page 360, Deed of Trust Records	D-36
10/24/1975	General Warranty Deed	Gulfco, Inc., a Texas corporation formerly known as Gulfco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-	10/29/1975	Volume 1266, Page 290, Deed Records	D-35

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				22, and D-23. See D-30 and D-28.			
04/23/1971	Release of Lien	The First Freeport National Bank, Holder	D. V. Collins, Trustee	D. V. Collins, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-184 and D-82.	04/27/1971	Volume 375, Page 161, Deed of Trust Records of Brazoria County	D-85
04/23/1971	Deed of Trust	Gulfoo Marine Maintenance, Inc., a corporation	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor renews and extends a promissory note in the amount of \$162,000.00 on real property that includes Tract Nos. 21, 22, and 56, Division 8, Brazos Coast Investment Company Subdivision. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.	04/27/1971	Volume 375, Page 146, Deed of Trust Records	D-34
11/24/1970	Quit Claim Deed	United States of America	Gulfoo Marine Maintenance, Inc., a Texas corporation	Grantor through the Exchange of Land Act conveys easement in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Grantor assigns all right, title and interest over the permanent spoil disposal easement in Tract No. 22 to Grantee. See D-81.	04/05/1971	Volume 1083, Page 914, Deed Records	D-84
05/21/1970	Release of Lien	The First Freeport National Bank, Holder	D. V. Collins, Trustee	D. V. Collins, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-79 and D-80.	05/26/1970	Volume 1060, Page 786, Deed of Trust Records of Brazoria County	D-83
05/14/1970	Deed of Trust	Gulfoo Marine Maintenance, Inc.	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$50,000.00 on real property that includes Tract No. 22 and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-81 and D-184.	05/21/1970	Volume 359, Page 128, Deed of Trust Records	D-82

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				184.			
05/14/1970	Deed	B. L. Tanner	Gulfco Marine Maintenance, Inc.	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-80.	05/21/1970	Volume 1060, Page 535, Deed Records	D-81
04/08/1970	Warranty Deed and Vendor's Assignment	A. B. Williamson	B. L. Tanner	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-79 and D-77.	04/15/1970	Volume 1058, Page 3, Deed Records	D-80
04/08/1970	Deed of Trust	B. L. Tanner	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor secure a promissory note in the amount of \$24,500.00 on real property known as Tract No. 22, Division 8, Brazos Coast Investment Company Subdivision. See D-77. Note, this is the first time B. L. Tanner has entered the chain of title. He acquires title through D-80.	04/14/1970	Volume 357, Page 477, Deed Records	D-79
04/30/1969	Release of Lien	Angleton Bank of Commerce, Holder	Robert C. Koonce	G. E. Waller, Trustee, for Angleton Bank of Commerce releases the promissory note and real property described at D-75.	05/12/1969	Volume 342, Page 706, Deed of Trust Records of Brazoria County	D-78
04/28/1969	Deed	Robert C. Koonce	A. B. Williams	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-74	05/02/1969	Volume 1030, Page 652, Deed of Trust Records of Brazoria County	D-77
04/20/1967	Release	American Savings and Loan Association of Lake Jackson, Holder	Robert C. Koonce, Edward R. Goff, and David C. Bonnen	James F. Crews, Trustee, for American Savings and Loan Association of Lake Jackson, releases the promissory note and real property described at D-72.	04/24/1967	Volume 304, Page 593, Deed of Trust	D-76

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Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
						Records of Brazoria County	
04/19/1967	Deed of Trust	Robert C. Koonce	G. E. Waller, Trustee for Angleton Bank of Commerce	Grantor secure a promissory note in the amount of \$19,000.00 on real property known as Tract No. 22, Division 8, Brazos Coast Investment Company Subdivision. See D-74.	04/20/1967	Volume 304, Page 502, Deed of Trust Records of Brazoria County	D-75
04/19/1967	Deed	Edward R. Goff, and David C. Bonnen	Robert C. Koonce	Grantors conveyed their undivided 40% interest (Edward R. Goff) and undivided 20% interest (David C. Bonnen) in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Robert C. Koonce now owns all of Tract No. 22. See D-71.	04/20/1967	Volume 967, Page 427, Deed Records	D-74
09/16/1965	Correction Deed	Al A. Belanger	Cora M. Belanger	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-70.	09/17/1965	Volume 920, Page 561, Deed Records	D-73
09/01/1965	Deed of Trust	Robert C. Koonce, Edward R. Goff, and David C. Bonnen	James F. Crews, Trustee, for American Savings and Loan Association of Lake Jackson	Grantors secure a promissory note in the amount of \$7,500.00 on real property known as Tract No. 22, Division 8, Brazos Coast Investment Company Subdivision. See D-71.	09/01/1965	Volume 277, Page 567, Deed of Trust Records of Brazoria County	D-72
08/30/1965	Deed	Cora M. Belanger	Robert C. Koonce, Edward R. Goff, and David C. Bonnen	Grantor conveys an undivided 40% interest to Robert C. Koonce; an undivided 40% interest to Edward R. Goff; and an undivided 20% interest to David C. Bonnen in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-70.	09/01/1965	Volume 919, Page 318, Deed Records	D-71

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/30/1965	Deed	Al A. Belanger	Cora M. Belanger	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-69.	09/01/1965	Volume 919, Page 316, Deed Records	D-70
08/30/1965	Original Petition	Cora M. Belanger, Plaintiff	Al A. Belanger, Defendant	The District Court of Brazoria County dissolved the marriage between Plaintiff and Defendant and have awarded the Plaintiff with numerous property including Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	08/30/1965	District Court Cause No. 45,764, Civil 13, Page 572	D-69
03/25/1961	Right of Way	Al Belanger	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-67.	08/15/1961	Volume 798, Page 685, Deed Records	D-68
07/30/1952	Deed	T. H. Holloway and wife, Fern Holloway	Al Belanger	Grantors conveyed a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same full interest of land conveyed February 1, 1902.	07/1952	Volume 541, Page 362, Deed Records	D-67

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41and D-155.			
04/30/1982	Lease Cancellation	Anthony Zanakos, Lessor	Fish Engineering & Construction, Inc., a Texas corporation, Lessee	Lessee's interest in the Lease at D-105 has been assigned to Fish Engineering & Construction, Inc., a Texas corporation, Assignee at D-109. Assignee, Fish Engineering & Construction, Inc., a Texas corporation, and Lessor desire to cancel the Lease effective April 30, 1982. See D-109 and D-105.	05/07/1982	Volume 1639, Page 463, Deed Records	D-111
04/30/1982	General Warranty Deed	Anthony Zanakos and wife, Beverly Joyce Zanakos	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys a full interest in surface of Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-93.	05/05/1982	Volume 1638, Page 918, Deed Records	D-110
04/11/1980	Assignment of Lease	Chromalloy American Corporation, Assignor	Fish Engineering & Construction, Inc., a Texas corporation, Assignee	Chromalloy American Corporation, Assignor, sells, transfers and assigns all of the Assignor's right, title and interest in the Leasehold Estate, and all improvements there on to Fish Engineering & Construction, Inc., a Texas corporation, Assignee. See D-105.	04/17/1980	Volume 1507, Page 631, Deed Records	D-109
04/08/1980	Confirmation of Compliance	Anthony Zanakos, Lessor	Chromalloy American Corporation, Lessee	The Lessee has paid all rental payments due under Lease Agreement at D-105 and has made all payments to third parties. See D-105.	04/17/1980	Volume 1507, Page 619, Deed Records	D-108
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast	04/17/1980	Volume 1507, Page 613, Deed Records	D-107

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				Investment Company Subdivision. This document releases all parties involved from all obligations under the option.			
03/13/1980	Release of Lien	First State Bank of Bellaire, Texas	Anthony Zanakos and wife, Beverly Joyce Zanakos, Debtor	First State Bank of Bellaire, Texas releases the promissory note and real property described at D-93. See D-102.	03/17/1980	Volume 671, Page 473, Deed of Trust Records of Brazoria County	D-106
01/07/1977	Lease Agreement	Anthony Zanakos, Lessor	Chromalloy American Corporation, Gulfco Division, a corporation, Lessee	Lessor, for consideration of rent, leases for a term of 80 months from November 20, 1976 to November 19, 1991, surface of Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision to Chromalloy American Corporation, Gulfco Division, a corporation, Lessee.	02/27/1980	Volume 1499, Page 730, Deed Records	D-105
06/01/1978	Easement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Houston Lighting & Power Company	Grantors convey an unobstructed easement five feet in width and 36 feet in length on Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-96.	07/31/1978	Volume 1410, Page 128, Deed Records	D-104
05/04/1971	Release of Lien	Federal Deposit Insurance Corporation, Receiver	Anthony Zanakos and wife, Beverly Joyce Zanakos, Debtor	Federal Deposit Insurance Corporation, as Receiver of Sharpstown State Bank, releases the promissory note and real property described at D-96. See D-101, D-100, D-99, D-98, and D-97.	05/05/1971	Volume 375, Page 700, Deed of Trust Records of Brazoria County	D-103
04/14/1971	Deed of Trust	Anthony Zanakos and wife, Beverly Joyce Zanakos	Clarence Meyer, Trustee, for First State Bank of Bellaire, Holder	Grantors secure a promissory note in the amount of \$4,100.00 on real property known as Tract No. 23, Division 8, Brazos Coast Investment Company Subdivision. See D-93.	04/20/1971	Volume 374, Page 810, Deed of Trust Records of Brazoria County	D-102

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
10/27/1970	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to January 27, 1971.	11/17/1970	Volume 367, Page 524, Deed of Trust Records of Brazoria County	D-101
03/13/1970	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to June 11, 1970.	03/31/1970	Volume 356, Page 811, Deed of Trust Records of Brazoria County	D-100
12/16/1969	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to March 13, 1970.	12/30/1969	Volume 353, Page 330, Deed of Trust Records of Brazoria County	D-99
09/14/1969	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to December 13, 1969.	09/22/1969	Volume 349, Page 132, Deed of Trust Records of Brazoria County	D-98
06/16/1969	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to September 14, 1969.	06/20/1969	Volume 344, Page 643, Deed of Trust Records of Brazoria County	D-97

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
12/09/1968	Deed of Trust	Anthony Zanakos and wife, Beverly Joyce Zanakos	J. H. Westmoreland, Trustee, for Sharpstown State Bank	Grantors secure a promissory note in the amount of \$6,200.00 on real property known as Tract No. 23, Division 8, Brazos Coast Investment Company Subdivision. See D-93.	01/07/1969	Volume 336, Page 362, Deed of Trust Records of Brazoria County	D-96
12/11/1968	Release of Lien	L. S. Womack, Holder	Anthony Zanakos and wife, Beverly Joyce Zanakos	L. S. Womack, releases the promissory note and real property described at D-94.	01/07/1969	Volume 1021, Page 118, Deed Records	D-95
11/22/1966	Deed of Trust	Anthony Zanakos and wife, Beverly Joyce Zanakos	Frank W. Stevens, Trustee, and L. S. Womack, Holder	Grantors secure a promissory note in the amount of \$11,000.00 on real property known as Tract No. 23, Division 8, Brazos Coast Investment Company Subdivision. See D-93.	11/22/1966	Volume 298, Page 484, Deed of Trust Records of Brazoria County	D-94
11/22/1966	Deed	L. S. Womack	Anthony Zanakos and wife, Beverly Joyce Zanakos	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-91.	11/22/1966	Volume 956, Page 345, Deed Records	D-93
11/15/1966	Quit Claim Deed	Lola Ruth Smith Evans, widow	L. S. Womack	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-91.	11/15/1966	Volume 955, Page 879, Deed Records	D-92
06/07/1965	Warranty Deed	Mrs. R. E. L. Stringfellow	L. S. Womack	Grantor conveys a full interest in the surface of Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end	06/14/1965	Volume 912, Page 850, Deed Records	D-91

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				the intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-88.			
02/05/1957	Affidavit	Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased	Public Record	Nannie M. Stringfellow statement states that she and her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture. Note, Tract No. 23 in Subdivision 8 is not listed in this land inventory.	10/27/1964	Volume 894, Page 261, Deed Records	D-90
03/30/1961	Right-of-Way Easement	Nannie M. Stringfellow, widow	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-88.	08/15/1961	Volume 798, Page 692, Deed Records	D-89
04/07/1945	Deed	A. J. Smith	Mrs. R. E. L. Stringfellow	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the intracoastal canal off of the east end of Tract No. 23, containing 2 acres.	04/09/1945	Volume 376, Page 278, Deed Records	D-88
09/22/1943	Affidavit of Heirship and No Administration	A. J. Smith, J. C. Evans, and Mrs. Ruth Evans	Public Record	Mrs. Lola A. Smith, deceased. Was wife of A. J. Smith. Her only daughter Mrs. Ruth Evans and her husband, A. J. Smith, are entitled to and owners of all property belonging to Mrs. Lola A. Smith, at the time of her death. See D-86.	09/28/1943	Volume 370, Page 625, Deed Records	D-87
06/22/1939	Deed	C. L. Minkler	A. J. Smith	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres.	12/12/1939	Volume 326, Page 100, Deed Records	D-86

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41 and D-155.			
04/11/1980	General Warranty Deed	Chromalloy American Corporation, a Delaware corporation	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys Tract No. 24 and 24A, Tract No. 25, and Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding easements, mineral, and royalty conveyances. See D-153, and D-35.	04/17/1980	Volume 1507, Page 625, Deed Records	D-155
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, 26, 27, and 55, Division 8, Brazos Coast Investment Company Subdivision. This document releases all parties involved from all obligations under the option.	04/17/1980	Volume 1507, Page 613, Deed Records	D-107
03/13/1980	Release of Lien	Brazosport Bank of Texas	Public Record	Brazosport Bank of Texas, releases the promissory note and real property described at D-150.	03/17/1980	Volume 671, Page 475, Deed of Trust Records	D-154
02/29/1980	Quit Claim Deed	A. B. Williamson and wife, Margaret G. Williamson	Chromalloy American Corporation, a Delaware corporation	Grantors convey all of Tract No. 24, except portions conveyed at D-130 and D-133, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. Excepting all minerals under that tract. See D-126.	03/05/1980	Volume 1500, Page 578, Deed Records	D-153
12/10/1979	Assignment and Conveyance	Mobil Oil Corporation	Mobil Producing Texas & New Mexico, Inc., a Delaware corporation	Grantor conveys certain oil and gas and oil, gas and mineral leases, easements, right-of-ways, deeds of the land, mineral royalty deeds, units, pooling agreements, operating agreements, and farmouts to Grantee. See D-137, D-123, D-122, D-121, D-119, D-118,	01/03/1980	Volume 1491, Page 585, Deed Records	D-152

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-117, and D-115.			
05/23/1978	Easement	Chromalloy American Corporation, a Delaware corporation	Brazoria County	This easement is five feet in width and thirty-six feet in length being the NE ½ of a ten foot wide easement in Tract No. 24.	07/31/1978	Volume 1410, Page 131, Deed Records	D-151
10/24/1975	General Warranty Deed	Gulfco, Inc., a Texas corporation formerly known as Gulfco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-30 and D-28.	10/29/1975	Volume 1266, Page 290, Deed Records	D-35
07/31/1975	Deed of Trust	Gulfco, Inc., a Texas corporation	D. M. Harsdorff, Trustee for Brazosport Bank of Texas	Grantor secures a promissory note in the amount of \$19,000.00 on real property known as Tract No. 24A, Division 8, Brazos Coast Investment Company Subdivision. See D-147.	08/06/1975	Volume 481, Page 910, Deed of Trust Records	D-150
07/31/1975	Release of Lien	J. O. Angle, Holder	Gulfco, Inc., a Texas corporation	J. O. Angle, Holder, releases the promissory note and real property described at D-148.	08/01/1975	Volume 1255, Page 477, Deed Records	D-149
02/14/1975	Deed of Trust	Gulfco, Inc., a Texas corporation	Minor M. Smith, Trustee	Grantor secures a promissory note in the amount of \$19,000.00 on real property known as Tract No. 24A, Division 8, Brazos Coast Investment Company Subdivision. See D-147.	02/14/1975	Volume 468, Page 635, Deed of Trust Records	D-148
02/14/1975	Deed	J. O. Angle	Gulfco, Inc., a Texas corporation	Grantor conveys the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-130.	02/14/1975	Volume 1235, Page 859, Deed Records	D-147

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
11/02/1967	Release	Brazosport Savings and Loan Association	J. O. Angle	Brazosport Savings and Loan Association releases the promissory note and real property described at D-132 and D-131.	02/14/1975	Volume 468, Page 634, Deed of Trust Records	D-146
12/22/1972	Release of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee	The First National Bank of Angleton releases the promissory note and real property described at D-143.	12/27/1972	Volume 413, Page 812, Deed of Trust Records	D-145
08/24/1972	Release of Deed of Trust	Brazosport Savings and Loan Association	A. B. Williamson and wife, Margaret G. Williamson	Brazosport Savings and Loan Association releases the promissory note and real property described at D-142, D-141, D-140, D-139, D-138, and D-136.	08/28/1972	Volume 405, Page 352, Deed of Trust Records	D-144
08/18/1972	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton	Grantors secure a promissory note in the amount of \$11,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	08/23/1972	Volume 405, Page 102, Deed of Trust Records	D-143
09/06/1968	Extension of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure an extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-141, D-140, D-138, and D-136.	09/06/1968	Volume 330, Page 382, Deed of Trust Records	D-142
08/28/1968	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Joey R. Horn, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-140, D-139, D-138, and D-136.	09/06/1968	Volume 330, Page 379, Deed of Trust Records	D-141

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/31/1967	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-139, D-138 and D-136.	08/31/1967	Volume 311, Page 213, Deed of Trust Records	D-140
08/31/1967	Extension Agreement	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure an extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-138 and D-136.	08/31/1967	Volume 311, Page 211, Deed of Trust Records	D-139
09/01/1966	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-136.	09/06/1966	Volume 295, Page 358, Deed of Trust Records	D-138
05/18/1966	Change of Name	Socony Mobil Oil Company	Mobil Oil Corporation	Socony Mobil Oil Company changes name to Mobil Oil Corporation. See D-123.	05/31/1966	Volume 942, Page 429, Deed Records	D-137
09/02/1965	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	09/09/1965	Volume 277, Page 928, Deed of Trust Records	D-136
11/17/1964	Assignment of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson, Holder	Brazosport Savings and Loan Association, Purchaser	A. B. Williamson and Margaret G. Williamson assign and transfer the Vendor's Lien at D-134. This lien was never released.	11/25/1964	Volume 896, Page 331, Deed Records	D-135
11/17/1964	Deed of Trust	Vernon C. Wilson	Edward R. Goff, Trustee for A. B. Williamson and wife, Margaret G.	Grantor secures a promissory note in the amount of \$12,000.00 on real property for a lot 110 feet wide out of	11/25/1964	Volume 264, Page 757, Deed of	D-134

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
			wife, Margaret G. Williamson	property for a lot 110 feet wide out of Tract No. 24, Division 8, Brazos Coast Investment Company Subdivision. See D-133.		Deed of Trust Records	
11/17/1964	Warranty Deed	A. B. Williamson and wife, Margaret G. Williamson	Vernon C. Wilson	Grantors convey the surface only of a lot 110 feet wide out of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	11/25/1964	Volume 896, Page 328, Deed Records	D-133
11/16/1964	Assignment of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson, Holder	Brazosport Savings and Loan Association, Purchaser	A. B. Williamson and Margaret G. Williamson assign and transfer the vendor's lien at D-131.	11/16/1964	Volume 895, Page 580, Deed Records	D-132
10/29/1964	Deed of Trust	J. O. Angle	Edward R. Goff, Trustee for A. B. Williamson and wife, Margaret G. Williamson	Grantor secures a promissory note in the amount of \$10,000.00 on real property for a lot 110 feet wide off of the West or Southwest side of Tract No. 24, Division 8, Brazos Coast Investment Company Subdivision. See D-130.	11/03/1964	Volume 263, Page 797, Deed of Trust Records	D-131
10/29/1964	Deed	A. B. Williamson and wife, Margaret G. Williamson	J. O. Angle	Grantors convey the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-126.	11/03/1964	Volume 894, Page 644, Deed Records	D-130
11/13/1961	Release	Joe M. Baggett, et al.	A. B. Williamson and wife, Margaret G. Williamson	Joe M. Baggett, et al., release the promissory note and real property described at D-127.	11/29/1961	Volume 806, Page 649, Deed Records	D-129
04/24/1961	Right of Way	Joe M. Baggett, et al.	Brazoria County	Grantors convey a strip of land twenty feet in width extending across the NW end of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-126.	08/15/1961	Volume 798, Page 674, Deed Records	D-128

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
06/20/1961	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Robert C. Koonce, Trustee for Joe M. Baggett, et al.	Grantors secure a promissory note in the amount of \$7,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	07/10/1961	Volume 216, Page 20, Deed of Trust Records	D-127
06/20/1961	Warranty Deed	T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Hughes	A. B. Williamson and wife, Margaret G. Williamson	Grantors convey all of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals under that tract. See D-124 and D-160.	07/10/1961	Volume 796, Page 195, Deed Records	D-126
07/05/1961	Release	Frank K. Stevens, Holder	Joe M. Baggett, Debtor	Frank K. Stevens, releases the promissory note and real property described at D-120.	07/10/1961	Volume 796, Page 193, Deed Records	D-125
10/11/1960	Warranty Deed	Joe M. Baggett	T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Huges	Grantor conveys an undivided 10/11 interest in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. Excepting all minerals under that tract. See D-120.	10/11/1960	Volume 776, Page 439, Deed Records	D-124
09/16/1959	Certificate of Ownership and Merger	Magnolia Petroleum Company, a Texas corporation	Socony Mobil Oil Company, Inc., a New York corporation	Socony Mobil Oil Company, Inc., a New York corporation is a stock organization existing under the laws of New York. See D-122.	10/22/1959	Volume 752, Page 639, Deed Records	D-123
09/30/1959	Certificate of Merger	Magnolia Petroleum Company, a Texas corporation	Socony Mobil Oil Company, Inc., a New York corporation	Magnolia Petroleum Company, a Texas corporation merges into Socony Mobil Oil Company, Inc., a New York corporation. See D-119.	10/22/1959	Volume 752, Page 636, Deed Records	D-122
01/22/1957	Certificate of Amendment	Stanolind Oil and Gas Company	Pan American Petroleum Corporation	Stanolind Oil and Gas Company changes its name to Pan American Petroleum Corporation. See D-118.	01/1957	Volume 678, Page 201, Deed Records	D-121

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
						Records	
06/05/1955	Deed with Vendor's Lien	Frank K. Stevens	Joe M. Baggett	Grantor conveys all of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except all minerals under that tract. See D-112.	06/13/1955	Volume 624, Page 271, Deed Records	D-120
10/29/1954	Partition Deed	Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens	Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens	Grantors agree to partition their interest in numerous parcels including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Frank K. Stevens obtains surface of Tract No. 24 and 1/32 royalty interest. Stanolind and Magnolia obtain oil, gas and mineral rights of Tract No. 24. See D-117	12/13/1954	Volume 609, Page 139, Deed Records	D-119
04/30/1954	Deed	Old Ocean Oil Company, a Delaware corporation	Stanolind Oil and Gas Company, a Texas corporation	Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-117.	05/10/1954	Volume 592, Page 150, Deed Records	D-118
04/27/1954	Deed	J. S. Abercrombie Company	Old Ocean Oil Company, a Delaware corporation	Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-112.	05/06/1954	Volume 591, Page 512, Deed Records	D-117
05/20/1953	Grazing Lease	F. K. Stevens, J.S. Abercrombie Co., and Magnolia Petroleum Company, Lessors	Mr. E. C. Allen, Lessee	Lessors lease to Lessee for grazing purposes only numerous parcels including Tract No. 24, Subdivision No. 8, for a term of one year. See D-115.	05/20/1953	Volume 563, Page 71, Deed Records	D-116
12/31/1942	Deed	Harrison Oil Company, a Texas corporation	Magnolia Petroleum Company, a Texas corporation	Grantor conveys numerous parcels including fee land and mineral rights on Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-112.	01/14/1943	Volume 364, Page 487, Deed Records	D-115

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/19/1937	Right of Way Deed	Harrison Oil Company, J.S. Abercrombie Co., and Frank K. Stevens	United States of America	Grantors convey 1.81 acres of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-112.	10/23/1937	Volume 298, Page 7, Deed Records	D-114
10/01/1936	Grazing Lease	F. K. Stevens, Harrison Oil Company, and J.S. Abercrombie Co.	R. E. L. Stringfellow	Lessors lease to Lessee for grazing purposes only numerous parcels including Tract No. 24, Subdivision No. 8, for a term of five years. See D-112.	10/15/1936	Volume 280, Page 465, Deed Records	D-113
05/01/1936	Deed	T. T. Stratton and R. W. Milner, Jr.	Harrison Oil Company (7/18 interest), J.S. Abercrombie Co. (7/18 interest), and Frank K. Stevens (4/18 interest)	Grantor conveys Tract No. 24, Brazos Coast Investment Company Subdivision and numerous other parcels.	05/04/1936	Volume 278, Page 48, Deed Records	D-112
02/07/1935	Deed	T. T. Stratton	Harrison Oil Company, J.S. Abercrombie Co., and Frank K. Stevens	Grantor reserves an undivided 1/9th interest in Subdivision No. 8, Brazos Coast Investment Company Subdivision, and conveys an undivided 1/3 interest to Harrison Oil Company, an undivided 1/3 interest to J.S. Abercrombie Co., and an undivided 2/9 interest to Frank K. Stevens. Note, the exact property description is left out of the conveyance document.	02/07/1935	Volume 259, Page 277, Deed Records	D-1

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50,	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria	D-52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	Agreement			D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41 and D-155.			
04/11/1980	General Warranty Deed	Chromalloy American Corporation, a Delaware corporation	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys Tract No. 24 and 24A, Tract No. 25, and Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding easements, mineral, and royalty conveyances. See D-162, D-153, and D-35.	04/17/1980	Volume 1507, Page 625, Deed Records	D-155
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision. This document releases all parties involved from all obligations under the option. See D-155.	04/17/1980	Volume 1507, Page 613, Deed Records	D-107
02/29/1980	Lease Termination and Release	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessor and Lessee terminates lease. See D-161.	03/05/1980	Volume 1500, Page 580, Deed Records	D-163
02/29/1980	General Warranty Deed	A. B. Williamson and wife, Margaret G. Williamson	Chromalloy American Corporation, a Delaware corporation	Grantors convey all of Tract No. 25 and Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Excepting all minerals. See D-126.	03/05/1980	Volume 1500, Page 575, Deed Records	D-162
11/04/1975	Lease	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessor leases Tract No. 25 and Tract No. 55 for a period of ten years to Lessee for a sum of \$72,000.00. See D-126.	11/06/1975	Volume 1267, Page 677, Deed Records	D-161
12/22/1972	Release of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee	The First National Bank of Angleton, releases the promissory note and real property described at D-143 and D-126.	12/27/1972	Volume 413, Page 812, Deed of Trust	D-145

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
						Trust Records	
08/24/1972	Release of Deed of Trust	Brazosport Savings and Loan Association	A. B. Williamson and wife, Margaret G. Williamson	Brazosport Savings and Loan Association releases the promissory note and real property described at D-142, D-140, D-139, D-138, and D-136.	08/28/1972	Volume 405, Page 352, Deed of Trust Records	D-144
08/18/1972	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton	Grantors secure a promissory note in the amount of \$11,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	08/23/1972	Volume 405, Page 102, Deed of Trust Records	D-143
09/06/1968	Extension of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure an extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-141, D-140, D-139, D-138, and D-136.	09/06/1968	Volume 330, Page 382, Deed of Trust Records	D-142
08/28/1968	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Joey R. Horn, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-140, D-139, D-138, and D-136.	09/06/1968	Volume 330, Page 379, Deed of Trust Records	D-141
08/31/1967	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-139, D-138 and D-136.	08/31/1967	Volume 311, Page 213, Deed of Trust Records	D-140
08/31/1967	Extension Agreement	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport	Grantors secure an extension on a promissory note in the amount of	08/31/1967	Volume 311, Page 211,	D-139

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	Agreement	Margaret G. Williamson	Trustee for Brazosport Savings and Loan Association	promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-138 and D-136.		Page 211, Deed of Trust Records	139
09/01/1966	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-136.	09/06/1966	Volume 295, Page 358, Deed of Trust Records	D-138
09/02/1965	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	09/09/1965	Volume 277, Page 928, Deed of Trust Records	D-136
11/13/1961	Release	Joe M. Baggett, et al.	A. B. Williamson and wife, Margaret G. Williamson	Joe M. Baggett, T. C. Baggett, et al., release the promissory note and real property described at D-127.	11/29/1961	Volume 806, Page 649, Deed Records	D-129
04/24/1961	Right of Way	Joe M. Baggett, et al.	Brazoria County	Grantors convey a strip of land twenty feet in width extending across the NW end of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-126.	08/15/1961	Volume 798, Page 674, Deed Records	D-128
06/20/1961	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Robert C. Koonce, Trustee for Joe M. Baggett, T. C. Baggett, et al.,	Grantors secure a promissory note in the amount of \$7,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	07/10/1961	Volume 216, Page 20, Deed of Trust Records	D-127
06/20/1961	Warranty Deed	Joe M. Baggett, T. C. Baggett, et al.	A. B. Williamson and wife, Margaret G. Williamson	Grantors convey all of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. Excepting all	07/10/1961	Volume 796, Page 195, Deed Records	D-126

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				to 10 individual Grantees. Excepting all minerals under that tract. See D-124 and D-160.		Records	
07/05/1961	Release	Frank K. Stevens, Holder	Joe M. Baggett, Debtor	Frank K. Stevens, releases the promissory note and real property described at D-159.	07/10/1961	Volume 796, Page 193, Deed Records	D-125
10/11/1960	Warranty Deed	Joe M. Baggett	T. C. Baggett, et al.	Grantor conveys an undivided 10/11 interest in Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. See D-159.	10/11/1960	Volume 776, Page 438, Deed Records	D-160
06/05/1955	Deed	Frank K. Stevens	Joe M. Baggett	Grantor conveys Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals. See D-157.	06/13/1955	Volume 624, Page 259, Deed Records	D-159
06/06/1955	Quit Claim Deed	S. W. Hudgins	Frank K. Stevens	Grantor conveys an undivided 1/6th interest in Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. The conveyance at D-156 was in error.	06/07/1955	Volume 623, Page 578, Deed Records	D-158
05/02/1955	Deed	J. W. Dennis	Frank K. Stevens	Grantor conveys Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same tract of land conveyed August 31, 1909.	05/07/1955	Volume 621, Page 307, Deed Records	D-157
05/05/1950	Deed	A. F. Hudgins	S. W. Hudgins	Grantor conveys an undivided 1/6th interest in numerous parcels including Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	05/1950	Volume 476, Page 232, Deed Records	D-156

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50,	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria	D-52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	Agreement			D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41 and D-155.			
04/11/1980	General Warranty Deed	Chromalloy American Corporation, a Delaware corporation	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys Tract No. 24 and 24A, Tract No. 25, and Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding easements, mineral, and royalty conveyances. See D-162, D-153, and D-35.	04/17/1980	Volume 1507, Page 625, Deed Records	D-155
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision. This document releases all parties involved from all obligations under the option. See D-155.	04/17/1980	Volume 1507, Page 613, Deed Records	D-107
02/29/1980	Lease Termination and Release	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessor and Lessee terminate lease. See D-161.	03/05/1980	Volume 1500, Page 580, Deed Records	D-163
02/29/1980	General Warranty Deed	A. B. Williamson and wife, Margaret G. Williamson	Chromalloy American Corporation, a Delaware corporation	Grantors convey all of Tract No. 25 and Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Excepting all minerals. See D-126.	03/05/1980	Volume 1500, Page 575, Deed Records	D-162
11/04/1975	Lease	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessor leases Tract No. 25 and Tract No. 55 for a period of ten years to Lessee for a sum of \$72,000.00. See D-126.	11/06/1975	Volume 1267, Page 677, Deed Records	D-161
08/27/1971	Release of Lien	The First National Bank of Angleton, Texas	A. B. Williamson	The First National Bank of Angleton, releases all indebtedness and other obligations secured by Deed of Trust	09/03/1971	Volume 382, Page 902, Deed of	D-182

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				and Extension of Deed of Trust D-181 and D-180. See D-172.		Trust Records	
05/12/1970	Extension of Deed of Trust	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension of the promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-180.	05/14/1970	Volume 358, Page 856, Deed of Trust Records	D-181
05/12/1970	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-179.	05/14/1970	Volume 358, Page 852, Deed of Trust Records	D-180
12/17/1969	Extension of Deed of Trust	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension of the promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-178.	12/22/1969	Volume 353, Page 86, Deed of Trust Records	D-179
12/17/1969	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-177.	12/22/1969	Volume 353, Page 82, Deed of Trust Records	D-178
12/17/1968	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-176.	12/19/1968	Volume 335, Page 688, Deed of Trust Records	D-177
12/17/1968	Renewal and Extension Agreement	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension on a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-175, D-174, and D-173.	12/19/1968	Volume 335, Page 686, Deed of Trust Records	D-176

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/19/1967	Renewal and Extension Agreement	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension on a promissory note in the amount of \$53,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-174 and D-173.	09/25/1967	Volume 312, Page 556, Deed of Trust Records	D-175
09/19/1967	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$53,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-173.	09/21/1967	Volume 312, Page 335, Deed of Trust Records	D-174
11/1966	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$35,000.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-172.	11/10/1966	Volume 298, Page 136, Deed of Trust Records	D-173
05/1963	Deed	James McSherry and Pritchett Harvey	A. B. Williamson	Grantor conveys Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. Conveyance excepts 1/8 mineral royalty. Deed of Trust at D-171 has never been released. See D-165.	01/09/1964	Volume 868, Page 959, Deed Records	D-172
04/1963	Damage Suit	James McSherry, et al., Plaintiffs	Mrs. Polye Beacroft and husband, Defendants	Cause Number 43,599, District Court Records. No document in record.	04/1963	N/A	N/A
05/12/1960	Deed of Trust	James Francis McSherry	R. G. Allen, Trustee, for Pritchett Harvey	Grantor secures a renewal and extension of a promissory note in the amount of \$393.35 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-169 and D-165.	08/22/1960	Volume 206, Page 408, Deed of Trust Records	D-171
04/17/1958	Quit Claim Deed	Mrs. R. E. L. Stringfellow	Mrs. Polye Beacroft	Grantor conveys all of Tract No. 55 and Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Note, this is a wild deed, the Grantor never owned Tract	04/18/1958	Volume 712, Page 277, Deed Records	D-170

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				No. 55.			
11/15/1957	Deed of Trust	Francis McSherry	Walter Yerby, Trustee	Grantor secure a promissory note in the amount of \$265.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-165.	11/19/1957	Volume 178, Page 156, Deed of Trust Records	D-169
10/25/1930	Will	Patrick McSherry	Ellen Agnes McSherry	Patrick McSherry's recorded will listing all property including Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-164.	07/1956	Volume 683, Page 179, Deed Records	D-168
09/07/1956	Affidavit	Andrew G. Bernetz	Public Record	Andrew G. Bernetz signs an affidavit verifying that Francis is the only child of Patrick McSherry and Ella McSherry. See D-166.	11/20/1956	Volume 672, Page 114, Deed Records	D-167
08/31/1956	Affidavit	Francis McSherry	Public Record	Francis McSherry of Des Moines, Iowa, signs an affidavit verifying that his mother and father, Patrick McSherry and Ellen Agnes McSherry both deceased, owned Tract No. 55 and that he inherited it. See D-165.	11/20/1956	Volume 672, Page 113, Deed Records	D-166
06/26/1956	Power of Attorney and Deed	Francis McSherry, Heir; Patrick McSherry and Ella McSherry, deceased	Pritchett Harvey, Attorney	Grantor conveys an equal undivided ½ interest in all land owned by the estates of Patrick McSherry and Ella McSherry deceased. This includes Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-164.	06/1956	Volume 660, Page 19, Deed Records	D-165
01/23/1956	Tax Suit	State of Texas, Plaintiff	Patrick McSherry, et al., Defendants	Defendants are ordered by the District Court of Brazoria County, Texas to pay delinquent taxes plus interest for the tax years 1929 - 1954, on Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision.	06/1956	Tax Volume P, Page 54, Tax Records	D-164

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
12/01/1997	General Warranty Deed	Fish Engineering & Construction, Inc.	Jack Palmer and Ron W. Hudson	Grantor conveys Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-41.	05/12/1999	Clerk's File Number 99-021624, Official Records of Brazoria County	D-186
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52
11/04/1985	Second Supplemental Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior	11/18/1985	Volume (85) 210, Page 418, Official	D-51

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
	Deed of Trust and Security Agreement	Texas corporation	Houston, National Association	effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.		418, Official Records of Brazoria County	
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46
11/16/1982	Release	Gulco, Inc., a Texas corporation, Holder, Payee	Fish Engineering & Construction, Inc., a Texas corporation	Gulco, Inc., releases the promissory note and real property described at	12/03/1982	Volume 1681, Page 787, Deed	D-45

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
		Payee	Texas corporation	D-42.		787, Deed Records	
11/12/1979	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	Raymond J. Fields, Trustee, and Gulfco, Inc., Holder	Grantor secures a promissory note in the amount of \$1,105,760.00 on real property that includes Tract Nos. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, and 56, Division 8, Brazos Coast Investment Company Subdivision. See D-40.	11/16/1979	Volume 657, Page 473, Deed of Trust Records	D-42
11/12/1979	General Warranty Deed	Gulfco, Inc., a Texas corporation	Fish Engineering & Construction, Inc.	Grantor conveys Tract No. 21, 21A, 21B, all of Tract Nos. 22, and 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23 and the Deed of Trust at D-40. See D-37.	11/16/1979	Volume 1485, Page 359, Deed Records	D-41
04/11/1979	Partial Release of Lien	The First Freeport National Bank	Chromalloy American Corporation, a Delaware corporation	The First Freeport National Bank partially releases the Deed of Trust at D-36.	04/19/1979	Volume 632, Page 562, Deed Records	D-185
03/30/1979	Assumption Deed	Chromalloy American Corporation, a Delaware corporation	Gulfco, Inc., a Texas corporation	Grantor conveys real property that includes portions of Tract No. 21, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-35.	04/10/1979	Volume 1451, Page 288, Deed Records	D-37
03/16/1976	Deed of Trust	Chromalloy American Corporation, a Delaware corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes portions of Tract No. 21, all of Tract No. 22, and Tract No.	04/02/1976	Volume 501, Page 360, Deed of Trust	D-36

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
				No. 21, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-34.		Trust Records	
10/24/1975	General Warranty Deed	Gulfco, Inc., a Texas corporation formerly known as Gulfco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys portions of Tract No. 21, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-30 and D-28.	10/29/1975	Volume 1266, Page 290, Deed Records	D-35
04/23/1971	Release of Lien	The First Freeport National Bank, Holder	D. V. Collins, Trustee	D. V. Collins, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-184, D-82, and D-81.	04/27/1971	Volume 375, Page 161, Deed of Trust Records of Brazoria County	D-85
04/23/1971	Deed of Trust	Gulfco Marine Maintenance, Inc., a corporation	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor renews and extends a promissory note in the amount of \$162,000.00 on real property that includes Tract Nos. 21, 22, and 56, Division 8, Brazos Coast Investment Company Subdivision. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.	04/27/1971	Volume 375, Page 146, Deed of Trust Records	D-34
05/14/1970	Deed of Trust	Gulfco Marine Maintenance, Inc.	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$50,000.00 on real property that includes Tract No. 22 and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-81 and D-184.	05/21/1970	Volume 359, Page 128, Deed of Trust Records	D-82
05/14/1970	Deed	B. G. Sandlin	Gulfco Marine Maintenance, Inc.	Grantor conveys all of the real property known as Tract No. 56, Division 8, Brazos Coast Investment Company	05/21/1970	Volume 1060, Page 537, Deed	D-184

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book	
				Brazos Coast Investment Company Subdivision. See D-183.		537, Deed Records	
07/30/1965	Sheriff's Deed	Robert R. Gladney, Sheriff	B. G. Sandlin	B. G. Sandlin is the highest bidder in the amount of \$1,005.00 for real property known as Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. This property was part of the Tax Suit above.	08/04/1965	Volume 917, Page 79, Deed Records	D-183
10/07/1964	Tax Suit	Brazosport Independent School District, Plaintiff	W. J. D. Way, et al., Defendants	District Court Cause Number 45,105. Judgement filed 04/26/1965 under DCM 12-561. No document in record.	10/07/1964	N/A	N/A

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41 and D-155.			
05/05/1980	Warranty Deed	John T. Suggs and J. L. Wilson	Fish Engineering & Construction, Inc.	Grantor conveys all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-198.	06/05/1980	Volume 1515, Page 194, Deed Records	D-199
12/16/1971	Limited Warranty Deed	Shell Oil Company, a Delaware corporation	John T. Suggs and J. L. Wilson	Grantor conveys all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-197.	02/08/1972	Volume 1111, Page 331, Deed Records	D-198
06/23/1965	Deed	Mrs. Polye Beacroft	Shell Oil Company, a Delaware corporation	Grantor conveys all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-170.	07/08/1965	Volume 914, Page 639, Deed Records	D-197
02/05/1957	Affidavit	Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased	Public Record	Nannie M. Stringfellow statement indicates that she and her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture. Note, Tract No. 57 in Subdivision 8, is not listed in this land inventory.	10/27/1964	Volume 894, Page 261, Deed Records	D-90
04/17/1958	Quit Claim Deed	Mrs. R. E. L. Stringfellow	Mrs. Polye Beacroft	Grantor conveys all of Tract No. 57 and Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-191.	04/18/1958	Volume 712, Page 277, Deed Records	D-170
05/23/1956	Probate	George E. Harris, deceased		Probate records.	05/23/1956	County Court Number 5159	D-196
02/26/1951	Probate	Mrs. Lottie Harris, deceased		Probate Records.	2/26/1951	County Court Number 4339	D-195
11/17/1950	Affidavit	S. B. Hoefle		S. B. Hoefle states, "no properties are now being held by me for the J. F. Harris	11/27/1950	Volume 491, Page 529,	D-194

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				now being held by me for the J. F. Harris Estate or Lottie Harris, the surviving spouse".		Page 529, Deed Records	194
09/10/1947	Probate	J. F. Harris, deceased		Probate Records.	09/10/1947	County Court Number 3823	D-193
07/14/1947	Quit Claim Deed	J. R. Gayle, Jr.	Nannie M. Stringfellow	Grantor quit claims all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. No source of title appears in the record.	07/16/1947	Volume 418, Page 442, Deed Records	D-192
02/24/1942	Deed	J. S. Montgomery and J. F. Harris	Nannie M. Stringfellow	Grantors convey all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-187.	03/17/1942	Volume 359, Page 29, Deed Records	D-191
01/11/1939	Right-of-Way	Brazoria County	United States of America	Grantor conveys all right, title and easement together with all spoil disposal areas which it has acquired. This includes numerous property including Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-188.	05/18/1939	Volume 319, Page 61, Deed Records	D-190
04/24/1937	In the Matter of Proceeding by the County of Brazoria	F. M. Harvin, Ben D. Cannan, W. G. Stewart, Commissioners	Heirs of Mrs. H. G. "Titus"	Commission assesses the damages for the taking of numerous parcels, including land known as Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-188.	06/04/1937	Volume G, Page 168, County Court Records	D-189
06/1937	In the Matter of Proceeding by the County of Brazoria	Brazoria County, Plaintiff	A. P. George, et al., Defendants	Brazoria County wishes to condemn certain land adjacent to the Intracoastal Canal for the purpose of navigation, which renders needful the construction and maintenance of a canal and the acquisition of the right-of-way.	06/04/1937	Volume G, Page 157, County Court Records	D-188

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				acquisition of the right-of-way. Description of land is missing.			
06/30/1932	Sheriff Deed	John McKinney, Sheriff	J. S. Montgomery and J. F. Harris	Sheriff conveys all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same property conveyed August 31, 1909 and owned by H. J. "Titus".	10/16/1936	Volume 282, Page 329, Deed Records	D- 187

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99-036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99-036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99-036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99-036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93-032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93-032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93-032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41 and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41 and D-155.			
07/30/1980	Warranty Deed	Betty Wray Walla de Groh	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Grantor inherited this property from her grandmother, Bessie Wray Walla. See D-204.	09/12/1980	Volume 1531, Page 316, Deed Records	D-205
06/25/1953	Last Will and Testament	Bessie A. Walla, Deceased		Will, property list and other probate records do not specifically mention Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-205.	09/12/1980	Volume 1531, Page 309, Deed Records	D-204
06/02/1952	Order Admitting Will to Probate	Albert F. Walla, deceased		Will, property list and other probate records do not specifically mention Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-200.	09/12/1980	Volume 1531, Page 297, Deed Records	D-203
02/05/1957	Affidavit	Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased	Public Record	Nannie M. Stringfellow statement indicates that she and her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture. Note, Tract No. 58 in Subdivision 8 is not listed in this land inventory.	10/27/1964	Volume 894, Page 261, Deed Records	D-90
03/28/1936	Permit	Albert Walla	United States of America	Grantor conveys the Grantee the right to deposit spoil and other excavated material during the construction and maintenance of the waterway on Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-200.	10/05/1938	Volume 311, Page 130, Deed Records	D-202
12/8/1910	Certificate of Dissolution	Chas. J. Horn, John W. Horn, and Thos. H. Horn, Officers and Stockholders	Public Record	The Officers and Stockholders of the Brazos Coast Investment Company dissolve the corporation.	11/19/1918	Volume 148, Page 441, Deed Records	D-201

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/31/1909	Deed	Carlos Bee, N. M. Vogelsang, and A. E. Masterson, Trustees for Brazos Coast Investment Company	Albert Walla	Trustees conveys Tract No. 58.	11/19/1909	Volume 93, Page 320, Deed Records	D-200

ATTACHMENT 1
TITLE DOCUMENTS
D-1 THROUGH D-205

Tract No. 21, 21A, 21B

Lessee at its option may discharge any tax, mortgage or other lien upon said land and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Gordon H. Bryan Jr.

Henry Austin Bryan

259/27
THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gordon H. Bryan, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of February A. D. 1935.

(SEAL) A. Farrer Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared Henry Austin Bryan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 5th day of February, 1935.

(SEAL) E. C. King Notary Public within and for Brazoria County, Texas.

50¢ Int. Rev. Stamp can. G H B Jr H A B 2/5

Filed for record Feb 7 1935 at 9 o'clock A. M., H. R. Stevens, Clerk County Court,

Brazoria Co., Texas. By Emma Kennedy Deputy.

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1066

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, T. T. Stratton of Brazoria County, Texas for and in consideration of the sum of Ten Dollars (\$10.00) cash to me in hand paid and for purpose of placing of record the true owners of the following described land do hereby grant, bargain, sell and convey unto the following named parties in the proportions hereinafter set forth the following described real estate situated in Brazoria County, Texas;

Whereas, heretofore at various dates there has been conveyed to T. T. Stratton various tracts of land at tax sales, to all of which sales and the records thereof, reference is hereby made for full and complete description of said tracts of land;

Whereas, as a matter of fact, said land was purchased by said Stratton in his name but for the use and benefit of the following named parties in the proportions hereinafter set forth;

Now, therefore, KNOW ALL MEN BY THESE PRESENTS: That I, T. T. Stratton of Brazoria County Texas, in consideration as stated above of \$10.00 and other valuable considerations, and for the purpose of placing of record the true ownership of said tracts of land do hereby grant, bargain, sell and convey unto the following named parties, to-wit:

Unto Harrison Oil Company, undivided 1/3 interest therein;

" J. S. Abercrombie Co.	" 1/3	" "
" Frank K. Stevens	" 2/3	" "

Reserve unto myself an undivided 1/8 interest therein.

TO HAVE AND TO HOLD the above described property unto the above described parties their heirs and assigns forever.

It is distinctly understood that there is no warranty either express or implied on the part of the grantor herein. And this instrument is executed and placed of record in order to state the true ownership of all lands purchased at tax sale by the said T. T. Stratton at various dates. And the records in the office of the Clerk of the County Court are hereby referred to and made a part of this instrument for full and particular description of said land.

IN WITNESS WHEREOF, I have hereunto signed my name at Angleton, Texas, this the 7th day of February, 1936.

T. T. Stratton

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared T. T. Stratton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 7th day of February, 1936.

(SEAL) A. Farrer Notary Public in and for Brazoria County, Texas.

Filed for record Feb 7 1936 at 9 o'clock A. M., H. R. Stov., Clerk County Court, Brazoria Co., Texas.

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1066

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Lucy B. Hervey, joined herein by my husband F. A. Hervey, of Bexar County, Texas, for and in consideration of the sum of One Thousand (\$1000.00) Dollars, to me paid and secured to be paid by Chas. A. Vollbaum and wife Dixie Lee Vollbaum, of Brazoria County, Texas, as follows: \$333.33 cash to me in hand paid, receipt of which is hereby acknowledged, and the balance of said consideration evidenced by four (4) vendor's lien promissory notes executed by the said Chas. A. Vollbaum, each of even date with this deed, each in the sum of \$166.66 each payable to the order of Mrs. Lucy B. Hervey, at San Antonio, Bexar County, Texas, each bearing interest from date until paid at the rate of 7% per annum interest payable annually, said notes due and payable one, two, three and four years after date respectively, and each containing the usual past due interest, default and attorneys fee clauses; and secured by vendor's lien retained in said note and this deed on the hereinafter described real estate.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Chas. A. Vollbaum and wife Dixie Lee Vollbaum, of the County of Brazoria, State of Texas, all that certain tract of land or parcel of real estate lying and being situate in Brazoria County, Texas, containing ten (10) acres, and being Tract Number Twenty-four (24) according to the Plat showing subdivision of part of the Mrs. Lucy Hervey Tract in the S. F. Austin 7-1/3 League in Brazoria County, Texas, which Plat is duly recorded in Vol. 3, page 87, of the Map or Plat Records of Brazoria County, Texas, and here referred to for a further and more particular description and identification of said real estate hereby conveyed.

But the Grantor does hereby expressly reserve a 1/32nd interest in the oil, gas and other minerals in or under said above described land, the said 1/32nd interest being expressly reserved from this deed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the

constructed on or across these lands, then such lands belonging to the grantor shall be riparian and shall be entitled to receive water for irrigation purposes at the lowest price and upon the terms and conditions that waters for such purposes shall be furnished to any water user on the canals of The South Texas Water Company, its successors or assigns.

It is further understood by and between the parties hereto that this lease is made subject to sale of said lands by the owner and that in the event said lands are sold during any year, notice shall be given to the lessee of such sale and the lessor shall be entitled to cancel this lease and repossess said lands at the end of any year.

The right is further given to the lessee to terminate this lease by the giving of sixty days' notice of such termination before the beginning of any year and the payment of all rentals that have accrued to the date of surrender.

EXECUTED this the 23rd day of March A. D. 1936.

Arthur G. Keast

THE SOUTH TEXAS WATER COMPANY

By E. E. Wood,
Pres.

(No. Corp. Seal)

THE STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

Before me, the undersigned authority in and for said County and State, on this day personally appeared Arthur G. Keast known to me to be the person whose name he subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23rd day of March, A. D. 1936.

(SEAL) L. F. Helmick Notary Public in and for Los Angeles County, __

L. F. HELMICK, Notary Public, My Commission Expires Sept. 19th, 1939.

Filed for record Mar 30 1936 at 1 o'clock P. M., H. A. Stevens, Clerk County Court,
Brazoria Co., Texas.

274/302 - - - 000 - - -

2206

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Know all men by these presents that I, T. T. Stratton of Brazoria County, Texas, for and in consideration of the sum of twenty three dollars (\$23.00) cash to me in hand paid by R. M. Lee of Brazoria County, Texas, the receipt of which is hereby acknowledged, Have Granted, Bargained, Sold, and Conveyed, and by these presents do hereby Grant, Bargain, Sell and Convey, unto said R. M. Lee, an undivided one half interest in and to the following described five acre tract of land in Brazoria County, Texas, described as follows, to-wit:

Being five acre tract Number twenty-one (21) in subdivision No. 8, of the Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract Number Fifty one (51) according to the duly recorded plat of said subdivision of record in the office of the Clerk of the County Court of said Brazoria County, Texas, to which reference is hereby made for all purposes.

TO HAVE AND TO HOLD the above described property unto said R. M. Lee, his heirs and assigns forever, and I do hereby bind myself my heirs, executors, and assigns to warrant and forever defend all and singular the said property, premises and improvements unto said R. M. Lee, his heirs and assigns against all persons whomsoever lawfully claiming or to claim the same or any part thereof, by through or under me.

Witness my hand and seal this 23rd day of March, 1936.

T. T. Stratton

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me the undersigned authority, on this day personally appeared T. T. Stratton known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 4 day of March, 1936.

(SEAL) Mrs. Ruby E. Stratton Notary Public within and for Brazoria County, Texas.

Filed for record Mar 30 1936 at 3 o'clock P. M., E. R. Stevens, Clerk County Court, Brazoria Co., Texas. By Bob Monarch Deputy.

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2244

No. 50955.

HUTCHINGS-SEALY NATIONAL BANK,)
TRUSTEE,)
 vs.)
GRANDISON LYNN ET AL)

IN THE DISTRICT COURT OF
GALVESTON COUNTY, TEXAS.
56TH JUDICIAL DISTRICT
March 20th, 1936.

Be it remembered that on this the 20th day of March, A. D., 1936, the same being regularly during a regular term of this court, came on to be heard the above entitled and numbered cause its regular order upon this the day upon which it was regularly set for trial, whereupon came plaintiff, Hutchings-Sealy National Bank, Trustee, for the use and Benefit of Sealy Hutchings, Jr., Elizabeth Hutchings Cavin, William M. Hutchings, John Hutchings, II, Mary Moody Hutchings, Laura Randall Hutchings Harris, and Robert Knox Hutchings, under that certain trust agreement dated December 29, 1926, between Sealy Hutchings and the then South Texas National Bank (now Hutchings-Sealy National Bank), a corporation, by its Attorneys, Terry, Cavin & Mills, and announced ready for trial, whereupon all of the defendants herein having been duly and legally served with citation and due, regular, and valid process herein in the manner and form and for the length of time required by law, appeared and answered herein as follows:

Defendants, Richard Iett, Receiver of Turnbow Oil Corporation; Amerada Petroleum Corporation; Cockburn Oil Corporation; Houston Farms Development Company; P. M. Harvin, and Kenneth Krahf each and all filed their respective disclaimers as to any right, title, or interest in or to the land involved herein;

Defendants, Hugh R. Wells, Curtis E. Traweck, R. E. Drannon, Great Southern Life Insurance Company, L. G. Marshall, individually, and as a stockholder of Turnbow Oil Corporation, and E. F. Dupree, Receiver of Bluebird Oil Corporation, each and all filed written answers herein but failed to appear further or defend said cause;

Defendants, G. F. Hasmussen, individually, and as a stockholder of Turnbow Oil Corporation; L. B. House, individually, and as Vice President and surviving Director, and as a stockholder of Turnbow Oil Corporation; Ruth C. Perryman, individually, and as a stockholder of Turnbow Oil Corporation; O. M. Stone, Trustee; Senator C. S. Gainer; W. C. Turnbow, individually, and as a stockholder of Turnbow Oil Corporation; Julia Ruth Turnbow, sometimes known as Julia Turnbow, each and all of them having been duly, legally and personally served with due, regular, and valid citation in the manner and for the length of time required by law, came not but wholly made default.

And it further appearing that all of the other defendants mentioned in plaintiff's petition, their heirs and legal representatives, and the heirs and legal representatives of such heirs and legal representatives, each and all having been duly cited by publication

306/604

6184

THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS: THAT I, Thomas J. Jones, of Harris County, Texas, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quitclaim unto J. W. Stone of Harris County, Texas, all my right, title and interest in and to the following described tract of land situated in Brazoria County, Texas, to-wit:

Tract #21, in Subdivision #8 of the Brazos Coast Investment Company's Subdivision of the F. J. Calvit Survey, Abstract #1, Brazoria County, Texas, and being the same 5 acre tract of land described in Deed from Carlos Bee, et al to Thos. J. Jones, dated August 31st, 1909, and of record in Volume 93 page 552 Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said J.W. Stone, his heirs and assigns, forever, so that neither I the said Thomas J. Jones, nor my heirs, nor any person or persons claiming under me/shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Houston Texas this 17th day of November A. D. 1937.

Thomas J. Jones

THE STATE OF TEXAS)
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared Thomas J. Jones, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of November A. D. 1937.

(SEAL) Ernest A. Knipp Notary Public in and for Harris County, Texas.

Filed for record at 10:15 o'clock A. M. Jul 22 1938 H.R. Stevens, Clerk County Court Brazoria County, Texas. By Bob Konarch, Deputy

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6185

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Frank H. Stevens, of Brazoria County, Texas, Harrison Oil Company, a corporation of Houston, Harris County, Texas, acting by and through its duly authorized officers, J.S. Abercrombie Company, a corporation of Houston, Harris County, Texas, acting by and through its duly authorized officers, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable consideration, to us in hand paid by J. W. Stone of the County of Harris, and State of Texas, the receipt of which is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit Claim unto the said J.W. Stone, his heirs and assigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

10.5 acres of land, more or less, situated in Tract #8 out of Subdivision #26, T. C. R. R. Company Survey No. 4, A D-3 county, Texas, being the same land described indeed from Allie company to H. B. Regnier, of record in Vol. 124, Page 493, Deed Records of Brazoria County, Texas, and conveyed by H. B. Regnier

name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of October, 1938.

(NO SEAL) Jack Harrison Notary Public in and for Brazoria County, Texas.

Filed for Record at 10:20 o'clock A M Oct 22 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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0670

KNOW ALL MEN BY THESE PRESENTS: That I, Onie B. Hixson do hereby certify, That certain ten (10) notes \$170. (each) for the total sum of \$1,700.00 bearing date the 24th day of October 1928, made and executed by Frank Proin Burleson County, Texas, conveying the following described real estate, situated in the County of Brazoria State of Texas to-wit: Five acres out of the North-west quarter of Section #48, H T & B. RR. Survey, Abst. No. 511, said five acres lying along the south line of said quarter and extending from east to west the entire length of said quarter; And sixty acres out of the South-west Quarter of Section No. 48, H T & B. RR. Survey, Abst. No. 511, said sixty acres lying along the north line of said Quarter and extending throughout the entire length of said Quarter, running east to west. A total of sixty-five acres, more or less, and duly recorded in the office of Recorder of County in Book at page on the day of 19, is redeemed, paid off, satisfied and discharged.

Witness my hand and seal this 17th day of October 1938.

Onie B. Hixson (Seal)

STATE OF IOWA)
COUNTY OF MADISON)

On this 17th day of October 1938, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Onie B. Hixson personally known to me to be the same person who executed the above release, and acknowledged the same to be her free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

(SEAL) W. M. Chaplin My commission expires July 4, 1939.

Filed for Record at 10:30 o'clock A M Oct 22 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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0711

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, J. W. Stone, of the County of Harris and State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to me in hand paid by H. Marilyn Christie and S. E. Dunham Jr. of the County of Harris and State of Texas, the receipt of which is hereby acknowledged, do, by these presents bargain, sell, release, and forever Quit Claim unto the said H. Marilyn Christie and S. E. Dunham Jr. their heirs and assigns an undivided one-half interest in and to all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Tract #21, in Subdivision #8, of the Brazos Coast Investment Company Subdivision of the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and being the same 5 acre tract of land described in deed from Carlos Bee, et al to Thos. J. Jones, dated August 31st, 1909, and of record in Volume of Brazoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said H. Merlyn Christie and S. E. Darnham Jr. their heirs and assigns, forever, so that neither I, the said J. W. Stone nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim, or demand any right or title to the portion of the aforesaid premises or appurtenances hereby conveyed or any part thereof.

Witness my hand at Houston, Texas this 19th day of October A. D. 1938.

J. W. Stone

THE STATE OF TEXAS)

COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. W. Stone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 19th day of October A. D. 1938.

(SEAL) Lynne Tamborello Notary Public in and for Harris County, Texas.

Filed for Record at 8 o'clock A M Oct 25 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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8712

THIS AGREEMENT made this 14th. day of October, 1938, between Mrs. Frances Tedeschi Serio and husband A. C. Serio of Houston, Texas Lessor (whether one or more), and T. E. Neilsen of Harris County, Texas Lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars (\$10.00), in hand paid, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazoria County, Texas, to-wit:

Five acres of land in Lot Number Ten (10) H. T. & L. H. Co. Survey Number Eighty Two abstract Number 565 Brazoria County, Texas and being the same land fully described in a deed from Francis Tedeschi Serio and her husband A. C. Serio to P. C. Del Parte, Trustee, dated Jan. 5th, 1938 and recorded in the deed records of Brazoria County, Texas, Vol. 209 page 145 and being the same property at one time owned by Frank Tedeschi of Houston, Texas.

Also all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

For the purpose of calculating the payments hereinafter provided for, said land is estimated to comprise five acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. Lessor excepts from this lease and reserves unto himself:

(a) The undivided one-eighth (1/8th) part and portion of all the oil in and under said lands, the same when, as and if produced and saved, to be delivered by Lessee at the

8730

STATE OF TEXAS)

COUNTY OF HARRIS)

309/629

WHEREAS on the 8th day of March, A. D. 1938, plaintiff, Roy M. Pitner, Jr., recovered judgment against J. P. Ellis and Mrs. K. E. Ellis in the County Court at Law of Harris County, Texas, in cause No. 41898, on the docket of said court for the sum of Two Hundred Thirty-four and 56/100 (\$234.56) Dollars with interest thereon at the rate of ten per cent (10%) per annum together with all costs therein, and wherein abstract of said judgment was made and filed, with the county clerks of Brazoria County, Texas, and Caldwell County, Texas, for record and recorded in the judgment records thereof, and;

Whereas, said judgment and interest together with all costs therein, was, on the 25th day of October, A. D. 1938, paid and satisfied and said judgment, interest and costs have been fully paid and satisfied.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT I, Roy M. Pitner, Jr., of Harris County, Texas, the legal owner and holder of said judgment, in consideration of the premises and of the full payment of said judgment, interest and costs, the receipt of which is hereby acknowledged have this day, and do by these presents, cancel, release and discharge unto the said J. P. Ellis and Mrs. K. E. Ellis, their heirs or assigns all the right, title, interest and estate in and to said judgment and judgment lien, which I have or may have herein, and do hereby declare said judgment fully paid off and satisfied and said judgment lien fully released and discharged to all intents and purposes.

Witness my hand on this the 25 day of October, A. D. 1938 at Houston, Texas.

Roy M. Pitner Jr

STATE OF TEXAS)

COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared Roy M. Pitner, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 25th day of October, A. D. 1938.

(SEAL) Florence Newberry Notary Public in and for Harris County, Texas.

Filed for Record at 5 o'clock P M Oct 25 1938 H. R. Stevens, Clerk County Court
Harris County, Texas

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8790

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That, I, J. W. Stone hereinafter called Grantor (whether one or more), for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations cash in hand paid by T. T. Stratton, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided one-eighth (1/8th) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

Tract #21, in Subdivision #8 of the Brazos Coast Investment Company's Subdivision

of the P. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and being the same 5 acre tract of land described in Deed from Carlos Bee, et al to Thos. J. Jones, dated August 31st, 1909, and of record in Volume 93, page 552, Deed Records of Brazoria County, Texas, together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns.

And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which Grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

Nevertheless, during the term of this grant, neither the Grantor nor the heirs, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on natural gas of one-eighth of the value of same when sold or used off the premises, or one-eighth of the net proceeds of such gas, and one-eighth of the net amount of gasoline manufactured from natural or casinghead gas; and in the event Grantor, or the heirs, administrators, executors and assigns of the Grantor, or as in the status of the fee owners of the land and minerals, or as the fee owner of any portion of said land, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, (1) An undivided 1/64th of all the oil produced and saved from the premises delivered to Grantee's credit free of cost in the pipe line, (2) An undivided 1/64th interest and portion of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, (3) An 1/64th of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee, and to Grantee's heirs, administrators, executors and assigns, forever; and Grantor does hereby bind himself, his heirs, administrators, executors and assigns, to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but no further.

Witness the following signatures, this the 18th day of October 1938.

J. W. Stone

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. W. Stone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18th day of October A. D. 1938.

(SEAL) Vivian Conant Notary Public in and for Brazoria County, Texas.

Filed for Record at 10 o'clock A.M. Oct 26 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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3791

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

That Leo Frede of Fayette, in consideration of the sum of \$1.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by us, to-wit:

Said land being a part of 113 acre tract of lot 3-C out of the Johnson, Borden and Walker League, Abstract No. 77, described as follows:

Beginning at center line station 206 / 22.2 which stands South 45° 30' West 1101.3 feet from the most Easterly corner of tract 3-B; thence South 45° 30' West 1665 feet to center line station 312 / 87.2 of the road as laid out and to be built; thence North 45° 30' East 40 feet to a stake; thence North 45° 30' West 1665 feet to a stake; thence South 45° 30' West 40 feet to the place of beginning, containing 1.56 acres of land, more or less.

It is understood that all mineral rights are reserved by the Grantor.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along, upon and across said premises, with the right and privilege at all times of the grantees herein, his or its agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said premises for the purposes of making additions to, improvements on and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

Witness my hand this 27th day of October, A. D. 1938.

Leo Frede

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Before me, a Notary Public in and for said County and State, on this day personally appeared Leo Frede known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27th day of October, A. D. 1938.

(SEAL) Irene Weiss, Notary Public, Fayette County,

Filed for Record at 10:05 o'clock A.M. Oct 29 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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3792

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

THAT Leo Frede of Fayette, in consideration of the sum of \$1.00 and other and valuable considerations in hand paid by Brazoria County, acting through the Co.

about the 19th day of September, A. D. 1937, leaving his wife, Evelyn L. Mauermann and his daughter, Mrs. T. E. Edwards as his only surviving heirs at law.

THAT Mrs. Evelyn L. Mauermann did not remarry after the death of her said husband, Bryan C. Mauermann.

THAT there was no administration on said estate and no necessity therefor.

Gus B. Mauermann

Marie M. Wurzbach

313/42
SWORN to and subscribed before me under my official hand and seal on this the 5th day of November, A. D. 1938.

(SEAL) Olive D. Hodson, Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS)

COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared Gus. B. Mauermann and Marie M. Wurzbach, a widow, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 5th day of November, A. D. 1938.

(SEAL) Olive D. Hodson, Notary Public in and for Bexar County, Texas.

Filed for Record at 1 o'clock P. M. Nov 14 1938 R. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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9247

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS; THAT, T. T. Stratton and his wife Mrs. Mabel H. Stratton of Brazoria County, Texas, in consideration of the love and affection we have for our Cousin, Miss Eleanor Adriance Stevens, of Angleton, Brazoria County, Texas, have given, granted, assigned and conveyed and by these presents do hereby give, grant, assign and convey unto the said Miss Eleanor Adriance Stevens, the following described Royalty interest in the following described land, situated in Brazoria County, Texas, and described as follows, to-wit:

A One-sixteenth portion of all the royalties that shall ever become due and payable on all oil, gas and other valuable minerals, or that shall be produced from the following described land, to-wit:

Five acres of land, known as Tract Number twenty-one (21) in Subdivision Number eight (8) of the BRAZOS COAST INVESTMENT COMPANY'S SUBDIVISION of the F. J. Calvit Survey, Abstract Number 61, Brazoria County, Texas, according to the duly recorded Plat of said subdivision, of record in the office of the County Clerk of Brazoria County, Texas, to which reference is hereby made for all purposes.

THE interest herein conveyed being one half of the Royalty Interest acquired by T. T. Stratton, by Royalty Deed, dated October 18th, 1938, from J. W. Stone to T. T. Stratton, which deed is duly recorded in the deed records in the office of the County Clerk of Brazoria County, Texas, to which reference is hereby made.

TO HAVE AND TO HOLD the above described interest, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Miss Eleanor Adriance Stevens, her heirs and assigns forever.

WITNESS our hand, at Angleton, Texas, this the 29th day of October, A. D. 1938.

T. T. Stratton

Mrs. Mabel H. Stratton

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared T. T. Stratton, and his wife, Mrs. Mabel H. Stratton, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mrs. Mabel H. Stratton, wife of the said T. T. Stratton, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mrs. Mabel H. Stratton acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this the 27th day of October, A. D., 1938.
(SEAL) Mrs. Ruby K. Stratton, Notary Public within and for Brazoria County, Texas.

Filed for Record at 1:15 o'clock P. M. Nov 14 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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9248

Series 2007 Line No. 2

KNOW ALL MEN BY THESE PRESENTS, THAT:

Sinclair Refining Company, a Maine Corporation, does hereby release, relinquish and surrender to the present owner or owners of the land described below, all of its right, title, interest and estate in, to and under that certain right of way grant, contract, or easement described as follows, to-wit:

Grantor: Texas Exploration Company, Universal Sulphur Products Co., and Sinclair Oil & Gas Company.

Grantee: The Texas Pipe Line Company

Date: May 18, 1920.

RECORDED: Book 161 of Deed Records Page 308 & 309

COVERING: a pipe line described as follows:

Through lot 2 of J. P. MYLLS Survey, as per plat of the Subdivision thereof, which plat is drawn upon and made a part of the deed from the Sheriff of Brazoria County, Texas, to B. F. Wheelwright, dated September 14, 1872, and recorded in deed records of Brazoria County, Texas, Book No. page 226, and 227, in Brazoria County, Texas.

All pipe lines and/or telegraph and telephone lines laid or constructed under the provisions of said right of way grant, contract or easement have heretofore been removed and said right of way abandoned and it is the intent and purpose of this instrument to release said right of way of record.

IN WITNESS WHEREOF, said Sinclair Refining Company has caused this release to be executed by its proper officers and its corporate seal to be hereunto affixed this 26 day of October, 1938.

(COMP. SEAL)

SINCLAIR REFINING COMPANY

ATTEST:

By C. H. Kountz

R. B. Hanna

Vice-President

Assistant Secretary

STATE OF KANSAS)
COUNTY OF MONTGOMERY)

SS

BE it remembered, that on this 26 day of October, 1938, before me, the undersigned

P. Forster
Augusta Forster

THE STATE OF TEXAS)
COUNTY OF PORT BEND)

313/437
BEFORE ME, the undersigned authority, a Notary Public in and for Port Bend, Texas, on this day personally appeared P. Forster, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Also before me on this day personally appeared (Mrs.) Augusta Forster, wife of the said P. Forster, also known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said (Mrs.) Augusta Forster, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 23rd day of January, A. D. 1931.
(SEAL) H. O. Schuls, Notary Public in and for Port Bend County, Texas.

Filed for Record at 1:20 o'clock P. M. Dec 16 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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10231

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT I, J. W. Stone, of the County of Harris, State of Texas, for and in consideration of the sum of ten (\$10.00) dollars and other good and valuable considerations, to me in hand paid by H. Merlyn Christie and S. E. Dunnam, Jr., the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said H. Merlyn Christie and S. E. Dunnam, Jr., of the County of Harris, State of Texas, an undivided one-half (1/2) interest in and to my interest in the following described property:

Tract #21, in Subdivision #8, of the Brazos Coast Investment Company Subdivision of the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas and being the same 5 acre tract of land described in deed from Carlos Bee, et al to Thos. J. Jones, dated August 31st, 1909, and of record in volume 93, page 552, Deed Records of Brazoria County, Texas.

My interest in the hereinabove described tract of land is an undivided one-half (1/2) interest in said five (5) acre tract, less a one-sixty-fourth (1/64th) non-participating royalty interest heretofore conveyed by grantor herein to T. T. Stratton; the interest hereby conveyed being a one-fourth (1/4th) interest in said five (5) acre tract described above, of 1 1/2 acres less a one-one hundred and twenty-eighth (1/28th) non-participating royalty interest.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said H. Merlyn Christie and S. E. Dunnam, Jr., their heirs or assigns forever; and I do hereby bind myself, my heirs executors and administrators, to warrant and forever defend, all and singular the said premises unto the said H. Merlyn Christie and S. E. Dunnam, Jr., their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under grantor, but no further.

This deed is a correction deed and is executed in lieu of and for the purpose of correcting that certain quitclaim deed executed under date of October 19, 1938, by J. W.

Stone to H. Marilyn Christie and S. E. Dumas, Jr., recorded in Vol. 309, page 605, of the Deed Records of Brazoria County, Texas; it being understood and agreed that this instrument is executed in substitution and in lieu of said quit-claim deed for the purpose of clarifying the interest conveyed by grantor to grantees in said tract of land.

WITNESS my hand at Houston, Texas, this 7th day of December, A. D. 1938.

J. W. Stone

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 7th day of December, A. D. 1938.

(SEAL) Billie N. Russell, Notary Public in and for Harris County, Texas.

Filed for Record at 8 o'clock A. M. Dec 19 1938 H. R. Stevens, Clerk (and) Court Brazoria County, Texas By Bob Monarch, Deputy

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10232

THIS AGREEMENT made this 10th day of December, 1938, between L. T. (Lynn T.) Shick Lessor (whether one or more), and J. T. Mackey, Lessee, WITNESSETH:

1. Lessor in consideration of ten & no/100 dollars (\$10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Galveston & Brazoria Counties, Texas. to-wit:

Tracts numbers Thirty-seven (37) Thirty-eight (38) and forty-seven (47) of the Subdivision of Section 26, I-G N R R Co. Survey, on Galveston-Brazoria County line with Abst. No. 617 in Brazoria County, and No. 619 in Galveston County, each tract containing 10 acres, more or less, and Tract No. Sixty-four (64) of the subdivision of Section 12, I - G N R R Co Survey, Abst. No. 600 in Galveston County, containing 10 acres, more or less, according to the respective subdivisions of said Sections as recorded in the offices or the county Clerks of Galveston and Brazoria Counties, and being the same land described in deed to L. T. Shick is recorded in deed records of Galveston Co, Vol. 293, p. 68, and in Vol. 136, p. 375, Deed Records of Brazoria County, and in deed to Lynn T. Shick recorded in Vol. 92, p. 693-4 of Deed Records Brazoria Co, to which deeds and the record thereof reference is here made for a better and more complete description of said tracts, containing in all 40 acres, more or less, it being the intention to include all land owned or claimed by Lessor in said survey or surveys.

2. Subject to the other provisions herein contained, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid Lessor are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the

314/505

Given under my hand and seal of office on the 13th day of Jan, A.D. 1939.
(SEAL) D. E. Shepherd Notary Public in and for Brazoria County, Texas.
Filed for record at 8:06 o'clock A.M. Feb 15 1939 J.R. Monarch, Clerk County Court
Brazoria County, Texas. By F.W. Arrington, Deputy

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1350

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT we, Mrs. R.M. Lee, widow of R. M. Lee, and Mrs. Mary Louise Giesecke, joined pro forma by her husband, Neal Giesecke, being all of the surviving heirs of R. M. Lee, deceased, and T.T. Stratton, all of the County of Brazoria and State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to us in hand paid by J.W. Stone of the County of Harris and State of Texas, the receipt of which is hereby acknowledged, do, by these presents Bargain, Sell, Release and Forever Quit Claim unto the said J. W. Stone his heirs and assigns all our right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Tract #21, in Subdivision #8, of the Brazos Coast Investment Company's Subdivision of the P. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and being the same 5 acre tract of land described in deed from Carlos Bee, et al to Thos. J. Jones, dated August 31st, 1909, and of record in Volume 93, Page 552, Deed Records of Brazoria County, Texas. It

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said J.W. Stone, his heirs and assigns, forever, so that neither we the said Grantors nor our heirs, nor any person or persons claiming under us shall, at any time hereafter, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hands at Angleton, Texas this 15th day of October A.D. 1939.

Mrs. R. M. Lee
Mary Louise Giesecke
Neal Giesecke
T.T. Stratton

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. R. M. Lee, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of October A.D. 1939.
(SEAL) E. L. Boston Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Neal Giesecke and Mary Louise Giesecke, his wife both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mary Louise Giesecke having been examined by me privily and apart from her

said Mary Louise Giesecke acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15th day of October A.D. 1938.

(SEAL) E. L. Boston, Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared T. T. Stratton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of October, A.D. 1938.

(SEAL) E. L. Boston Notary Public in and for Brazoria County, Texas.

Filed for record at 8:06 o'clock A.M. Feb 15 1938 J.R. Monarch, Clerk County Court
Brazoria County, Texas. By P.W. Arrington, Deputy

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1351

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS; THAT I, J.S. McGraw, of the County of Cherokee and State of Texas, for and in consideration of the sum of Twenty-Five & No/100 Dollars to me in hand paid by J. W. Stone of the County of Harris and State of Texas, the receipt of which is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit Claim unto the said J. W. Stone his heirs and assigns, all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Five acres of land known as Tract 177, Subdivision B, of the Brazos Coast Investment Company Subdivision in the P. J. Calvit Survey, Abstract 51, and being fully described in deed from Carlos Bee, et al to J.S. McGraw and recorded in Vol. 93, Page 245, Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said J. W. Stone his heirs and assigns, forever, so that neither I, the said J. S. McGraw nor my heirs and assigns, forever, so that neither I, the said J. S. McGraw nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Rusk, Texas this 22nd day of October A.D. 1938.

J. S. McGraw

THE STATE OF TEXAS)
COUNTY OF CHEROKEE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J.S. McGraw known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22d day of October A.D. 1938.

(SEAL) Gus Runseville Notary Public in and for Cherokee County, Texas.

Filed for record at 8:06 o'clock A.M. Feb 15 1939 J.R. Monarch, Clerk County Court
Brazoria County, Texas. By P. W. Arrington, Deputy

with the provisions of this paragraph shall constitute payment with the same legal effect as if received personally by the undersigned, and either of said banks or its successors or any bank with which either may be merged or consolidated shall continue as the depository for such payments during the life of said lease, regardless of any changes in the ownership of said land, the mineral rights therein, or the rentals.

This instrument modified the terms of said original lease only to the extent and in the manner provided for herein and supercedes any change of depository that may have been heretofore executed by the undersigned or his predecessors, and shall bind the heirs, executors, administrators, successors and assigns of the undersigned.

DATED March 1st, 1939.

J. M. Copeland

STATE OF TEXAS)
COUNTY OF MATAGORDA)

BEFORE ME, the undersigned authority, a Notary Public in and for said county and State, on this day personally appeared J. M. Copeland, known to me to be the person whose name (is) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this, the 1st day of March, A.D. 1939.

(SEAL) Kathryn Chenault, Notary Public in and for Matagorda County, Texas.
My Commission expires June 1, 1939
Filed for Record at 8:15 o'clock A. M. Mar 23 1939 J. R. Monarch, Clerk
County Court Brazoria County, Texas By P. W. Arrington, Deputy

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2407

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, J. W. Stone, of the County of Harris, State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to me in hand paid by Rika Royalty Company, a corporation, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Rika Royalty Company, a corporation, of the County of Harris, State of Texas, all that certain property described as follows, to-wit:

(1) An undivided one-half (1/2) interest in and to the following described tract of land:

Five (5) acres described as Tract 40, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

(2) An undivided 1/32nd non-participating royalty interest in and to all of the oil, gas and other minerals in and to and under the following described property:

Five (5) acres described as tract No. 180, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brazoria County, Texas.

(3) An undivided one-half (1/2) interest in and to the following described property:

Twenty (20) acres of land described as Tracts 15 and 16, out of Hooper & Wade Survey, Abstract 481, in Brazoria County, Texas, save and except one-half of all of the minerals under said property conveyed by grantor herein to W. O. Meredith.

(4) An undivided 1/32nd non-participating royalty interest in and to all oil, gas and other minerals in and to and under the following described property:

Five (5) acres described as Tract 132, Subdivision 7, Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

(3) An undivided 1/16th non-participating royalty interest in and to all of the oil, gas and other minerals in and to and under the following described property:

Five (5) acres, described as Tract 88, Subdivision 10, Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

(4) An undivided one-half (1/2) interest in and to the following described property:

Five (5) acres described as Tract 98, Subdivision 10, Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas, save and except a 1/16th non-participating royalty interest conveyed by grantor to F. K. Stevens, et al, under date of January 10, 1939.

(7) An undivided one-half interest in and to the following described property:

Five (5) acres described as Tract 46, Subdivision 8, Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brazoria County, Texas, save and except a 1/4th non-participating royalty interest conveyed by grantor herein to J. O. Ehlinger, under date of November 10th, 1938.

(8) An undivided 1/64th non-participating royalty interest in and to the following described property:

Five (5) acres described as Tract 123, Subdivision 9, Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brazoria County, Texas.

(9) Five (5) acres described as tract 118, Subdivision 8, Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brazoria County, Texas.

(10) An undivided one-half (1/2) interest in and to the following described property:

Ten (10) acres of land described as Tract 18, Hooper & Wade Survey, Abstract 486, in Brazoria County, Texas, save and except an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and to and under said property heretofore conveyed by F. H. Mathews, et al to F. K. Stevens, et al, by mineral deed dated May 22, 1938.

(11) An undivided one-half (1/2) interest in and to an undivided one-half (1/2) interest in and to the following described property:

Five (5) acres of land described as Tract 21, Subdivision 8, Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brazoria County, Texas, save and except a 1/64th non-participating royalty interest conveyed by grantor to T. T. Stratton.

(12) An undivided one-sixteenth (1/16th) non-participating royalty interest in and to the following described property:

19.42 Acres of land, described as tracts A and B, A.C.H. & B. Survey #2, Abstract #507, in Brazoria County, Texas, save and except a 1/64th non-participating royalty heretofore conveyed by grantor to F. M. Stone, and also save and except 3/512ths non-participating royalty heretofore conveyed by grantor to Mrs. Bessie Phillips.

(13) An undivided one-fourth (1/4th) interest in and to all of the oil, gas and other minerals, in and to and under the following described property to-wit:

Twenty (2) acres of land described as Tracts 3 and 36, H. T. & B. R. R. Survey, No. 8, Abstract No. 504, in Brazoria County, Texas, save and except a 1/32nd mineral interest heretofore conveyed by grantor herein to Mrs. Bessie Phillips by mineral deed dated the 21st day of November, 1938.

(14) Five (5) acres of land described as west one-half (1/2) of Lot 13, Cooper & Wade Survey, Abstract 486, Brazoria County, Texas.

(15) 20.8 acres of land described as Lot 3, Subdivision 26, T. C. R. R. Survey, Section #4, Abstract 675, in Brazoria County, Texas, save and except an undivided 1/2 interest in and to all of the minerals under said property conveyed by grantor herein to F. K. Stevens, et al., save and except an undivided 1/4th interest in and to all of the minerals under said property heretofore conveyed by grantor to H. Marilyn Christie, et al.

(16) Five (5) acres of land described as Tract 158, Subdivision 9, Brasos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, in Brazoria County, Texas, save and except a 1/16th non-participating royalty interest in and to said property conveyed by grantor to F. K. Stevens, et al, on January 10, 1939; and a 1/32nd non-participating royalty interest conveyed by Grantor to H. Marilyn Christie et al.

(17) An undivided 1/32nd non-participating royalty interest in and to the following described property:

Five (5) acres of land described as Tract 116, Subdivision 10, Brasos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, in Brazoria County, Texas.

(18) 15/16ths of all the oil, gas and other minerals in and to and under the following described property:

1.43 acres of land described as Tract 8-B, H. T. & B. Survey, Abstract 472, in Brazoria County, Texas.

(19) 9.6 acres of land described as Lot 3, Block 23, T. C. R. R. Survey, Abstract 675, in Brazoria County, Texas, save and except an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and to and under said property heretofore conveyed by Grantor to F. K. Stevens, et al; and there is further reserved and excepted in this conveyance a 1/64th non-participating royalty interest heretofore conveyed by grantor to Mrs. Bessie Phillips by royalty deed dated November 21st, 1938.

(20) 1/32nd non-participating royalty interest in and to the following described property:

16.7 acres of land described as Tract 30, H. T. & B. R. R. Survey, Section 85, Abstract 304, in Brazoria County, Texas.

(21) 10.8 acres of land described as Lot 1, Block 25, T. C. R. R. Survey, Section #3, Abstract 675, Brazoria County, Texas, save and except an undivided 1/4th interest in and to all of the oil, gas and other minerals heretofore conveyed by grantor to H. Marilyn Christie, et al; and there is also reserved and excepted from this conveyance a 1/32nd non-participating royalty interest conveyed by grantor to G. H. Davis.

(22) Six (6) acres of land described as Tract 16-A H. T. & B. R. R. Survey, Abstract 477, in Brazoria County, Texas, save and except a 1/16th non-participating royalty interest in and to said property heretofore conveyed by grantor herein to W. L. Anders.

It is the intention of this instrument to convey to the Grantee herein any and all interest of the grantor, J. W. Stone, in and to any and all of the hereinabove described lots, tracts or parcels of land, whether said interest be a fee interest, or royalty or mineral interest, and any and all interests of the said J. W. Stone in and to the property hereinabove described is hereby conveyed to the Rika Royalty Company, a corporation.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Rika Royalty Company, its successors or assigns forever; and I do hereby bind myself, my heirs, execu-

entors and administrators, to warrant and forever defend, all and singular the said claims unto the said Rika Royalty Company, its successors and assigns, against every person whomsoever, lawfully claiming, or to claim the same or any part thereof, by, through or under Grantor, but no further.

WITNESS my hand at Houston, Texas, this the 21 day of March, A. D. 1939.

J. W. Stone

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 21st day of March, A. D. 1939.

(SEAL) Lynne Tamborello, Notary Public in and for Harris County, Texas.

Filed for Record at 8:15 o'clock A. M. Mar 23 1939 J. R. Memarch, Clerk Court
Court Brazoria County, Texas By F. W. Arrington, Deputy

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3408

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Billie M. Russell, a feme sole, hereinafter called Grantor (whether one or more), for and in consideration of the sum of One (\$1.00) Dollar cash in hand paid by Rika Royalty Company, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided Three-fourths (3/4ths) interest in and to all of the oil, royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

Five (5) acres of land described as Tract #29, Subdivision 10, F. J. Galvit Survey, Abstract #51, described in deed from McOibbony, et al., to Billie M. Russell, of record in Vol. 290, Page 522, Deed Records of Brazoria County, Texas, together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns.

And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which Grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter

NEVERTHELESS, during the term of this grant, neither the Grantor nor the heirs, administrators, executors and assigns, of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide

needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredge material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 20 of the Brazos Coast Investment Company's Sub-division No. 6, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING HOWEVER TO THE party of the first part, his heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements, unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part and he is lawfully seized in fee of the foregoing premises; that the said premises are free from all encumbrances; that he has good right to sell and convey same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, party of the first part, has set hereto his hand and seal on the day and year above written.

W.B.Sargeant

Geo. T. Geran
Kathryn J. Lusch

STATE OF OHIO)

COUNTY OF MARION)

Before me, a Notary Public in and for Marion County, Ohio, on this day personally appeared W.B.Sargeant known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4 day of May A.D. 1937.

(SEAL) Geo. T. Geran Notary Public Marion County, Ohio.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By F.W. Arrington, Deputy

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4078

319/38

Tract 42
Inclosure 54

7246 (Louisiana-Texas Intracoastal W.W.) 575/54

This Deed, made this 16th day of February 1930, between H. Merlyn Christie, S. E. Dunnam, Jr. of Harris Co. Texas and Eleanor Stevens Vaughn (Nee Eleanor A. Stevens) joined herein by her husband H. M. Vaughn of No. 1424, 17th St. Port Arthur, Texas. parties of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said parties of the first part are the owners of an interest in a tract or parcel of land situated in Brazoria County, Texas, and more particularly

bounded and described as follows: Known as Tract No. 42, on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazos County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the Northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known as Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, P. J. Calvit Survey, Abstract No. 51, Brazos County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 202+757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; thence in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WHEREAS the party of the second part is carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purposes in connection with the said work of improvement.

NOW THEREFORE, THE SAID parties of the first part, for and in consideration of the sum of Fifteen & no/100 Dollars, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredge material, and for such other purposes as may be needed in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, to the parties of the first part, their heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever.

The parties of the first part do hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for damages which may result from the construction and maintenance of waterway, and the deposit of spoil

or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the parties of the first part and on their successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, parties of the first part, have set hereto their hands and seal on the day and year above written.

Eleanor Stevens Vaughn

H. Merlyn Christie

H. M. Vaughn

S.E. Dunnam, Jr.

STATE OF TEXAS)

COUNTY OF HARRIS)

Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared H. Merlyn Christie and S. E. Dunnam, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of February A. D. 1939.

(SEAL) Paul E. Daugherty Notary Public in and for Harris County, Texas.

STATE OF TEXAS)

COUNTY OF _____)

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of Feb. A.D. 1939.

(SEAL) F.T. Smith Notary Public Jefferson County, Texas.

THE STATE OF TEXAS)

COUNTY OF JEFFERSON)

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared Eleanor Stevens Vaughn wife of H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she the said Eleanor Stevens Vaughn acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 21 day of February A.D. 1939.

(SEAL) F.T. Smith Notary Public, Jefferson County, Texas.

Filed for record at 11:30 o'clock A. M. May 19 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By P.W. Arrington, Deputy

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4079

Inclosure No. 52

7245 (Louisiana-Texas Intracoastal W.W.) 575/52

THIS DEED, made this 30th day of April 1937, between J.T. Stratton, Mrs. R. M. Lee, a widow and Mary Louise Lee, a feme sole, of Brazoria County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U.S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said

or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the parties of the first part and on their successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, parties of the first part, have set hereto their hands and seal on the day and year above written.

Eleanor Stevens Vaughn

H. Merlyn Christie

H. M. Vaughn

S.E. Dunnam, Jr.

STATE OF TEXAS)

COUNTY OF HARRIS)

Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared H. Merlyn Christie and S. E. Dunnam, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of February A. D. 1939.

(SEAL) Paul E. Daugherty Notary Public in and for Harris County, Texas.

STATE OF TEXAS)

COUNTY OF _____)

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of Feb. A.D. 1939.

(SEAL) P.T. Smith Notary Public Jefferson County, Texas.

THE STATE OF TEXAS)

COUNTY OF JEFFERSON)

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared Eleanor Stevens Vaughn wife of H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she the said Eleanor Stevens Vaughn acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 21 day of February A.D. 1939.

(SEAL) P.T. Smith Notary Public, Jefferson County, Texas.

Filed for record at 11:30 o'clock A. M. May 19 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By F.W. Arrington, Deputy

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4079

319/40

Inclosure No. 52

7245 (Louisiana-Texas Intracoastal W.R.) 575/52

THIS DEED, made this 30th day of April 1937, between J.T. Stratton, Mrs. R. M. Lee, a widow and Mary Louise Lee, a feme sole, of Brazoria County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U.S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which

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the ground by monuments, said

line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the Northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known as Lot No. 21, of the Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51 Brazoria County, Texas; said west line of Lot No. 21 intersects the referent line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 2+2+757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; then in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

It being intended by this instrument to convey an easement and right-of-way and give permission for necessary spoil dump as hereinafter recited, over all lands that first party may own adjacent to the Louisiana and Texas Intracoastal Waterway in Brazoria County, Texas, and over which the Intracoastal Waterway will be constructed and maintained by the party of the second part, the said right-of-way and spoil dump, however, to conform to the map of the Louisiana and Texas Intracoastal Waterway on record in the office of the County Clerk of Brazoria County, Texas.

AND WHEREAS the party of the second part in carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purposes in connection with the said work of improvement.

NOW THEREFORE, the said party of the first part, for and in consideration of the sum of One & No/100 Dollars, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, however, to the party of the first part, his heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part, and he is lawfully seized in fee of the afore-granted premises; that the said premises are free from all encumbrances; that he has good right to sell and convey same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, party of the first part, have set hereto their hands and seal on the day and year above written.

T.T.Stratton

Mrs. R. M. Lee

Mary Louise Lee

STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, A Notary Public in and for Brazoria County, Texas, on this day personally appeared T.T.Stratton and Mrs.R. M. Lee a widow, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of May A.D. 1937.

(SEAL) Vivian Conant Notary Public Brazoria County, Texas.

STATE OF TEXAS)

COUNTY OF DENTON)

BEFORE ME, a Notary Public in and for Denton County, Texas on this day personally appeared Mary Louise Lee, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of May A.D. 1937.

(SEAL) W.E. Loveless Notary Public Denton County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Monarch, Clerk County Court Brazoria County, Texas. By F.W.Arrington, Deputy

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4080

Inclosure No. 48

7245 (Louisiana-Texas Intracoastal W.W.) 57/48

This Deed, made this 26 day of February 1939, between Sadye Rice McNutt, joined pro forma by H. M. McNutt, and Hudson D. Rice of Dallas County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that;

WITREAS, the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 37 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U.S. Army, and duly filed for record in the office of the County Clerk of Brazoria County,

or cutting away and removing any or all of the hereinbefore described land as may be required in the construction and maintenance of the canal on said property as a part of the navigable water of the United States, it being understood that as to any portion of said land not actually included in said canal, this easement shall terminate and revert to grantor. Grantor further quitclaims and releases unto grantee, the easement to deposit dredged material on any portion of said tracts not herein quitclaimed.

It is specifically understood that grantor excepts from this quitclaim and release and reserves unto itself all of the oil, gas and other minerals in, under and that may be produced from the above described land, together with the right of ingress and egress at all times to drill, mine for and produce same and to erect all structures and make all improvements necessary or convenient for such mining, drilling, production, transportation or storage of oil, gas or other minerals, provided only that no such structure shall be erected in the canal proper, it being specifically understood that the reserved rights of possession apply to all portions of said land except those actually occupied by the canal proper.

Upon failure of the grantee to dig and construct a canal across said premises within five (5) years from the date hereof, all rights hereby quitclaimed shall revert to and revert in grantor and in the event that said canal once constructed should cease to be used as a portion of the Intracoastal Canal, then all rights granted hereunder shall revert to and revert in grantor.

TO HAVE AND TO HOLD the right, title and interest of grantor in and to the rights and easements so quitclaimed unto the United States of America and its assigns for the sole purposes set forth above.

It is specifically understood that this release and quitclaim is without warranty of any kind on the part of Sun Oil Company and none shall be implied from the terms hereof.

IN TESTIMONY WHEREOF, witness signature of Sun Oil Company by its agent and attorney-in-fact hereunto duly authorized on this 24th day of February, A.D. 1939.

O.K. as to form
E.J.C.

SUN OIL COMPANY

BY R.W. Pack
Agent and Attorney-in-fact

THE STATE OF TEXAS)
COUNTY OF JEFFERSON)

BEFORE ME, the undersigned authority, on this day personally appeared R.W. Pack, agent and attorney-in-fact for Sun Oil Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24th day of February, A. D. 1939.

(SEAL) Jo Arnett Notary Public in and for Jefferson County, Texas.

Filed for record at 11:30 o'clock A.M. May 18 1939 J.R. Monarch, Clerk County Court Brazoria County, Texas. By F.W. Arrington, Deputy

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4083

319/48

Tracts Nos. 26 and 43
Inclosure No. 37

7265 (Louisiana-Texas Intracoastal W.W.) 575/37

This Deed, made this 16th day of February 1939, between J. W. Stone, of Harris County State of Texas, party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first party of the first part is the owner of an interest in two tracts or parcels of land situated in Brazoria County, State of Texas, and more

particularly bounded and described as follows: Known as Tracts Nos. 26 and 42 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tracts herein being described as follows:

Tract No. 26

Beginning at a point which is the intersection of the northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the R. L. Perkins 5-acre tract known as Lot No. 37; of the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 37 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station 199+308.27; thence along the northerly right-of-way line in a northeasterly direction to an intersection on the northerly right-of-way line opposite center line station 199+203.5; thence in a north easterly direction to an intersection on the northerly right-of-way line opposite center line station 199+043.7; thence continuing in a southeasterly direction along the northerly right-of-way line of the said Waterway to an intersection with the east line of said Lot No. 37; thence in a southeasterly direction along the east line of said Lot No. 37 to an intersection with the north bank of the Old Intracoastal Canal; thence continuing in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 37; thence in a northwesterly direction along said west line to the place of beginning. All as shown by said map and containing 2.2 acres, more or less.

Tract No. 42

Beginning at a point which is the intersection of the Northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known as Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station 202+757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; thence in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WHEREAS the party of the second part is carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tracts of land are required for canal purposes and right-of-way purposes in connection with the said work of improvement.

Now Therefore, the said party of the first part, for and in consideration of the sum of ___ Dollars, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tracts of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portions so cut away and removed as a part of the

navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tracts or parcels of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

Tract No. 26

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 37 of the Brazos Coast Investment Company's Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.8 acres, more or less.

Tract No. 42

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, TO THE party of the first part, his heirs and assigns, all such rights and privileges in said tracts or parcels of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever.

The grantor hereby expressly reserves the right of ingress and egress at all times for the purpose of mining, drilling and exploring for oil, gas and other minerals, and removing the same, insofar as all of Lots 37 and 21 of Brazos Coast Investment Subdivision 8 are concerned, save and except the 300 foot strip of land across said tracts which is to be used for the Intracoastal Canal Waterway, same being the property upon which an easement is hereby granted and conveyed, said development to not in any way affect or be applicable to the property upon which easement is hereby granted for said canal waterway.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantor, party of the first part, has set hereto his hand and seal on the day and year above written.

J. W. Stone

STATE OF TEXAS)

COUNTY OF HARRIS)

Before me, Billye M. Russell Notary Public in and for Harris County, Texas, on this day personally appeared J.W. Stone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of February A.D. 1939.

(SEAL) Billye M. Russell Notary Public Harris County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Monarch, Clerk County Court
Brazoria County, Texas. By P.W. Arrington, Deputy

320
341

purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 3rd day of August, A. D. 1939.

(SEAL) B. F. Drysdale Notary Public within and for Brazoria County, Texas.

Filed for Record at 1:30 o'clock P M Aug 4 1939 J. R. Monarch Clerk County Court,
Brazoria County, Texas By F. W. Arrington Deputy

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5523

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, W. C. McElveen, a single man, of the County of Brazoria State of Texas, for and in consideration of the sum of Three Hundred Fifty (\$350.00) Dollars, to me in hand paid by Harold Casey and Margaret Casey, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Harold Casey and Margaret Casey of the County of Brazoria, State of Texas, all that certain Tract or parcel of land known as Lot No. Four (4) in Block No. One (1) in Hill's Addition to the City of Alvin, in Alvin, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Harold Casey & Margaret Casey, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Harold Casey and Margaret Casey, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my hand Alvin, Texas, this 3rd day of August A. D. 1939

W. C. McElveen

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared W. C. McElveen, a single man known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 3rd day of August, A. D. 1939.

(SEAL) B. F. Drysdale Notary Public within and for Brazoria County, Texas.

Filed for Record at 1:30 o'clock P M Aug 4 1939 J. R. Monarch Clerk County Court,
Brazoria County, Texas By F. W. Arrington Deputy

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5524

TRACT NO. 42.

THIS DEED, made this 2nd day of August, 1939, between Rika Royalty Co., a corporation of Harris County, State of Texas, party of the first part, and the United States of America, party of the second part, witnesseth that:

WHEREAS the said party of the first part is the owner of an undivided interest in a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, LT. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

BEGINNING at a point &

the Northerly right-of-way line of

the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known as Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, F. J. Calvit Survey, Abstract No. 81, Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 209+707.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; thence in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WHEREAS the party of the second part is carrying on work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal and right-of-way purposes in connection with the said work of improvement.

NOW THEREFORE, the said party of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has, insofar as its interest in said tract is concerned, granted, bargained, and sold; and does hereby grant, bargain, sell, and convey unto the said party of the second part and its assigns, the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy, and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable waters as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, to the party of the first part, its heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

There is reserved from this conveyance all oil, gas and other minerals in and to and under the property hereby conveyed, and grantor hereby expressly reserves the right of ingress and egress at all times for the purpose of mining, drilling and exploring for oil, gas and other minerals, and removing the same, said development to not in any way affect or be applicable to the property upon which easement is hereby granted for said canal waterway.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purposes aforesaid forever.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for damages which may result from the construction and maintenance of the waterway, and the deposit of

spoils or other matter, this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and its successors in ownership of said land.

IN WITNESS WHEREOF, the said party of the first part has set hereto its hand and seal on the day and year above written.

Rika Royalty Co.

By J W Stone
President

ATTEST: R. Malavinsky

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE Me, Billye N. Russell, a Notary Public in and for Harris County, Texas, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument of writing as President of Rika Royalty Co., and acknowledged to me that he executed the same in his capacity of President of Rika Royalty and as the act and deed of said Rika Royalty Co. for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 2nd day of August 1939.

(SEAL) Billye N. Russell Notary Public in and for Harris County, Texas

Filed for Record at 1:35 o'clock P M Aug 4 1939 J. R. Monarch Clerk County Court
Brazoria County, Texas By F. W. Arrington Deputy

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5935

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA)

THAT Mrs. Louella B. Burroughs of Bexar County, Texas, in consideration of the sum \$15.50 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, by these presents grant, bargain, sell and convey unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by us, to-wit:

Said land being a part of Lot No. 7, Block No. 33, and all of Lot No. 7, Block No. of the old town of Brazoria, Texas. Said partial lot described as follows:

Lot No. 7, Block No. 33: Beginning at an intersection of the N. W. line of said Lot No. 7 and the south right-of-way of the bridge approach as laid out and to be built;

Thence along said right-of-way 75 ft. to the S. W. line of said Lot No. 7;

Thence N. 45 deg. W. 15 ft.;

Thence N. 45 deg. E. 60 ft. to the place of beginning, containing 0.010 acres of land more or less.

For the purpose of opening, constructing and maintaining a permanent road or State Highway along, upon and across said premises, with the right and privilege at all times of the grant herein, his or its agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said premises for the purposes of making additions to, improvements on and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS my hand this 2nd day of Aug, A. D. 1939

Mrs. Louella B. Burroughs

227 Rose Street San Antonio Texas

367/107
It is the intention hereof to convey all of the property belonging to the Rika Royalty Company, whergover the same may be situated, as well as any and all claims, and all the assets belonging to the Rika Royalty Company unto the said J. W. Stone.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. W. Stone, his heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to Warrant and forever defend, all and singular the said premises unto the said J. W. Stone, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Houston, Texas, this the 31st day of December, A. D. 1942.

(CORP. SEAL)

RIKA ROYALTY COMPANY

ATTEST: Mary Ethel Paine
Secretary.

By J W Stone
President.

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Rika Royalty Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 31st day of December 1942

(SEAL) Morris Jamison Notary Public in and for Harris County, Texas.

Filed for Record at 8:30 O'Clock A.M. Feb 12 1943 J. R. Monarch Clerk County Court, Brazoria County, Texas By Alice Sanders Deputy

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6513

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT RIKA ROYALTY COMPANY, a Corporation, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by J. W. Stone, in cash, receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said J. W. Stone, of the County of Harris, State of Texas, all that certain property described as follows, to-wit:

(1) An undivided one-half (1/2) interest in and to the following described tract of land:

Five acres described as tract 40, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(2) An undivided 1/32nd non-participating royalty interest in and to all of the oil, gas and other minerals in and to and under the following described tract of land:

Five acres described as tract 120, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, in Brazoria County, Texas.

(3) An undivided one-half interest in and to the following described tract of land:

Twenty acres of land described out of the Hooper and Wade

Survey, Abst. 421, in Brazoria County, Texas, save and except one-half of all of the minerals under said land conveyed by J. W. Stone to W. O. Meredith.

(4) An undivided $1/32$ nd non-participating royalty interest in and to all of the oil, gas and other minerals in and to and under the following described tract of land;

Five acres described as tract 152, Subdivision 7, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(5) An undivided $1/16$ th non-participating royalty interest in and to all of the oil, gas and other minerals in and to and under the following described tract of land;

Five acres described as tract 28, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(6) An undivided one-half interest in and to the following described tract of land;

Five acres described as tract 98, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas, save and except a $1/16$ th non-participating royalty interest heretofore conveyed to F. K. Stevens, et al, under date of January 10, 1939.

(7) An undivided one-half interest in and to the following described tract of land;

Five acres described as tract 68, Subdivision 8, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas, save and except a $1/4$ th non-participating royalty interest heretofore conveyed to J. O. Ehlinger, under date of November 10th, 1938.

(8) An undivided $1/64$ th non-participating royalty interest in and to the following described tract of land;

Five acres described as tract 123, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(9) Five acres described as tract 118, Subdivision 8, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

(10) An undivided one-half interest in and to the following described tract of land;

Ten acres described as tract 18, Hooper and Wade Survey, Abst. 486, Brazoria County, Texas, save and except an undivided one-half interest in and to all of the oil, gas and other minerals in and to and under said land heretofore conveyed to Frank K. Stevens, et al, by mineral deed dated May 22, 1938.

(11) An undivided $1/4$ th interest in and to the following described tract of land;

Five acres described as tract 21, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas, save and except $1/64$ th non-participating royalty interest heretofore conveyed to T. T. Stratton.

(12) An undivided $1/16$ th non-participating royalty interest in and to the following described tract of land;

19.42 acres of land, described as tracts A and B, out of ACH&B Survey #2, Abstract 507, in Brazoria County, Texas, save and except a $1/64$ th non-participating royalty interest heretofore conveyed to F. M. Stones, and also save and except $3/512$ ths non-participating royalty interest heretofore conveyed to Mrs. Bessie Phillips.

(13) An undivided $1/4$ th interest in and to all of the oil, gas and other minerals, in and to and under the following described tracts of land;

Twenty acres of land, described as tracts 3 and 26, out of the H. T. & B. R. R. Survey #8, Abstract 504, Brazoria County, Texas, save and except an undivided $1/8$ th of the $1/4$ th mineral interest heretofore conveyed to Mrs. Bessie Phillips, by deed dated November 21, 1938.

(14) Five acres of land, described as the west $1/2$ of Lot 13, Hooper and Wade

Survey, Abstract 486, Brazoria County, Texas.

(15) An undivided $1/4$ th interest in and to all of the oil, gas and other minerals, in and to and under the following described tract of land;

10.5 acres of land, described as Lot 3, Subdivision 26, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except a $1/64$ th non-participating royalty interest heretofore conveyed to L. C. Tinsdale.

(16) Five acres of land, described as tract 158, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, save and except a $1/16$ th non-participating royalty interest heretofore conveyed to F. K. Stevens et al. on January 10, 1939; and a $1/32$ nd non-participating royalty interest heretofore conveyed to H. Merlyn Christie et al.

(17) An undivided $1/32$ nd non-participating royalty interest in and to the following described tract of land;

Five acres of land described as tract 116, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

(18) $15/16$ th of all the oil, gas and other minerals in and to and under the following described tract of land;

1.43 acres of land, described as tract B-B, H. T. & B. R. R. Survey #29, Abstract 472, Brazoria County, Texas.

(19) An undivided $1/2$ interest in and to all of the oil, gas and other minerals, in and to and under the following described tract of land;

9.6 acres of land, described as Lot 3, Block 23, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except a $1/64$ th non-participating royalty interest heretofore conveyed to Mrs. Bessie Phillips, and also save and except a $1/64$ th non-participating royalty interest heretofore conveyed to Morris Jamison.

(20) An undivided $1/32$ nd non-participating royalty interest in and to the following described tract of land;

16.7 acres of land described as tract 30, H. T. & B. R. R. Survey #85, Abstract 304, Brazoria County, Texas.

(21) An undivided three-fourths ($3/4$) interest in and to all of the oil, gas and other minerals, in and to and under the following described tract of land;

10.8 acres of land, described as Lot 1, Block 25, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except a $1/32$ nd non-participating royalty interest heretofore conveyed to G. H. Davis, and a $1/64$ th non-participating royalty interest heretofore conveyed to L. C. Tinsdale.

(22) An undivided $15/16$ th of all the oil, gas and other minerals in and to and under the following described tract of land;

Six acres of land described as tract 16-A, H. T. & B. R. R. Survey #22, Abstract 477, Brazoria County, Texas,

(23) Lot 21, Block 571, of the Town of Velasco, Brazoria County, Texas.

(24) An undivided $1/2$ interest in and to the following described tract of land;

Five acres of land, described as tract 31, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, save and except a $1/32$ nd non-participating royalty interest heretofore conveyed to Z. A. McGinnis.

(25) Ten acres of land, described as the south $1/2$ of tract 4, H. T. & B. R. R. Survey 17, Abstract 242, save and except the north two and one-half ($2\frac{1}{2}$) acres of the south ten acres which was heretofore conveyed to J. L. Farb.

(26) An undivided $3/32$ nds non-participating royalty interest in and to the following

described tract of land;

Five acres of land, described as tract 62, Subdivision 1, Brazos Coast Investment Company's Subdivision of B. T. Archer Survey, Abstract 9, Brazoria County, Texas.

(27) An undivided $3/32$ rd's non-participating royalty interest in and to the following described tract of land;

Five acres of land, described as tract 29, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

(28) An undivided $1/64$ th non-participating royalty interest in and to the following described tract of land;

Twenty acres of land, described as Lot 5-A. of the Subdivision of the Hooper and Wade Survey #5, Abstract 429, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. W. Stone, his heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the said premises unto the said J. W. Stone, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Houston, Texas, this the 31st day of December, A. D. 1942.

(CORP. SEAL)

RIKA ROYALTY COMPANY

ATTEST: Mary Ethel Paine
Secretary.

By J W Stone
President.

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Rika Royalty Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 31st day of December, 1942

(SEAL) Morris Jamison Notary Public in and for Harris County, Texas.

Filed for Record at 8:30 O'Clock A.M. Feb 12 1943 J. R. Monarch Clerk County Court, Brazoria County, Texas By Alice Sanders Deputy

- - - 0 0 0 - - -

6514

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT I. B. Seymour, of the County of Harris, State of Texas, for and in consideration of the sum of One (\$1.00) Dollar cash to me in hand paid by Rika Royalty Company, a corporation, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Rika Royalty Company, a corporation, of the County of Harris, State of Texas, an undivided one-half ($1/2$) interest in and to the following described property, to-wit:

Undivided one-half ($1/2$) interest in and to 20 acres of land described as Tract 4, H. T. & B. R. Survey, Section 17, Abstract 242, in Brazoria County, Texas.

This agreement modifies the terms of said lease only to the extent and in the manner provided herein and supersedes any change of depository heretofore executed by First Party or his predecessors.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this agreement is executed on this the date first above written.

Postoffice

Name

44-1-1302 231
Houston H

Joseph Benes J.B.

Please have your signature duly acknowledged by a Notary Public.

STATE OF Texas

SS

(Texas)

COUNTY OF Brazoria

Before me, J. M. Deffen, a Notary Public in and for the County of Brazoria, State of Texas, on this day personally appeared Joseph Benes known to me to be the person whose name he subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 9 day of September A. D. 19 50

My commission expires

March 51

Notary Public in and for Brazoria County, State of Texas

STATE OF

Filed for Record at 8:00 o'clock P. M., SEP 21, 19 50, H. B. Stevens, Jr., Clerk County Court, Brazoria County, Texas by HELEN SCRUGGS Deputy

44-1-1302 7761

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Houston, Texas, this 21st day of September, 1950.

JOSEPH B. Stone, for and in consideration of the sum of Ten Dollars (\$10.00) to the said Grantor, a single man, of the County of Harris County, Texas, out of her own Funds, to wit: part from the estate of her husband, the said Joseph B. Stone, deceased, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Mary Ethel Paine as her separate property and estate, all of the following described mineral and royalty interest, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring for oil, gas and other minerals, and removing the same therefrom, all of said interest lying and situated in the County of Brazoria, State of Texas, to-wit:

undivided 1/2 mineral interest in and to and under the following described tract of land:
Five acres, being Tract 140, Subdivision 10, Brazos Coast Investment Company's Subdivision of the M. J. Galvit League, Abstract 51, Brazoria County, Texas.

() an undivided 1/32nd non-participating royalty interest, in and to and under the following described tract of land:
Five acres, being Tract 120, Subdivision 9, Brazos Coast Investment Company's Subdivision of the M. J. Galvit League, Abstract 51, Brazoria County, Texas.

- (3) An undivided $1/4$ th mineral interest, in and to and under the following described tract of land;
Twenty acres, being Tracts 15 and 16, out of the Hooper & Wade Survey, Abstract No. 421, Brazoria County, Texas.
- (4) An undivided $1/32$ nd non-participating royalty interest, in and to and under the following described tract of land;
Five acres, being Tract #152, Subdivision #7, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.
- (5) An undivided $1/16$ th non-participating royalty interest, in and to and under the following described land;
Five acres, being Tract #28, Subdivision 10, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.
- (6) An undivided $1/2$ mineral interest, in and to and under the following described land;
Five acres, being Tract #98, Subdivision #10, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas, save and except a $1/32$ nd non-participating royalty interest heretofore sold.
- (7) An undivided $1/2$ mineral interest, in and to and under the following described land;
Five acres, being Tract #68, Subdivision 8, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas, save and except a $1/64$ th non-participating royalty interest.
- (8) An undivided $1/64$ th non-participating royalty interest in and to and under the following described land;
Five acres, being Tract #123, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.
- (9) All mineral interest, in, on and under the following described tract of land;
Five acres, being Tract #118, Subdivision #8, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract # 51, Brazoria County, Texas.
- 12.
- (10) An undivided $1/4$ mineral interest, in, on and under the following described tract of land;
Ten acres, being Tract #18, Hooper and Wade Survey, Abstract No. 486, Brazoria County, Texas.
- (11) An undivided $1/4$ th mineral interest, in, on and under the following described land;
Five acres, being tract #21, Subdivision #8, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract #51, Brazoria County, Texas, save and except a $1/64$ th non-participating royalty interest heretofore conveyed.
- (12) An undivided $1/16$ th non-participating royalty interest, in, on and under the following described land;
19.42 acres of land, described as Tracts A. & B. out of ACH & B Survey #2, Abstract #507, Brazoria County, Texas, save and except a $1/64$ th and $3/512$ th interest heretofore sold.
 $1/4$ th.
- (13) An undivided/mineral interest, in, on and under the following described land;
Twenty acres of land described as tracts 3 and 26, out of the H. T. & B. R. R. Survey #8, Abstract 504, Brazoria County, Texas, save and except an undivided $1/8$ th of the $1/4$ th mineral interest heretofore conveyed.
- (14) An undivided $1/4$ th mineral interest, in, on and under the following described land;
10.5 acres of land, described as Lot #3, Subdivision #26, T. C. & R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except a $1/64$ th non-participating royalty interest heretofore conveyed.
- (15) All mineral interest, in, on and under the following described tract of land;
Five acres, being Tract #158, Subdivision #9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, save and except $3/64$ th non-participating royalty interest heretofore conveyed.

- (16) An undivided 1/32nd non-participating royalty interest, in, on and under the following described land;
Five acres, being Tract #116, Subdivision #10, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas.
- (17) 15/16th mineral interest, in, on and under the following described tract of land;
1.43 acres of land, described as Tract 8-B, H & T. B. R. R. Sect. 28, Abstract #472, Brazoria County, Texas.
- (18) An undivided 1/2 mineral interest, in, on and under the following described land;
9.6 acres of land, described as Lot #3, Block 23, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except 1/32nd non-participating royalty heretofore sold.
- (19) An undivided 1/32nd non-participating royalty interest, in, on and under the following described land;
16.7 acres of land, described as Tract No. 30, H. T. & B. R. R. Survey #85, Abstract #304, Brazoria County, Texas.
- (20) An undivided 3/4th mineral interest, in, on and under the following described land;
10.8 acres of land, described as Lot #1, Block #25, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except a 3/64th non-participating royalty interest.
- 3.
- (21) An undivided 15/16th mineral interest, in, on and under the following described land;
Six acres of land, described as Tract #16-A, H. T. & B. R. R. Survey #22, Abstract 477, Brazoria County, Texas.
- (22) All mineral interest, in, on and under the following property;
Lot 502, Block 3, Lot 571, Block 31, Lot 644, Block 34, and Lot 559, Block 5, of the Town of Velasco, Brazoria County, Texas.
- (23) An undivided 1/2 mineral interest, in, on and under the following described land;
Five acres of land, being Tract #31, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract #2, Brazoria County, Texas, save and except a 1/64th non-participating royalty interest.
- (24) 7.5 mineral acres, in, on and under the following described land;
The South 7.5 acres out of Tract #4, H. T. & B. R. R. Survey #17, Abstract 242, Brazoria County, Texas.
- (25) An undivided 3/32nd non-participating royalty interests, in, on and under the following described land;
Five acres of land, being Tract 60, Subdivision 1, Brazos Coast Investment Company's Subdivision of the D. T. Archer League, Abstract #9, Brazoria County, Texas.
- (26) An undivided 3/32nd non-participating royalty interest, in, on and under the following described land;
Five acres of land, being Tract 29, Subdivision 10, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract #1, Brazoria County, Texas.
- (27) An undivided 1/6th mineral interest, in, on and under the following described land;
2.5 acres, being Lot #4, Block 27, D. T. Cole Subdivision of Joseph Lobit Subdivision of H. T. & B. R. R. Survey #16, Abstract 474, Brazoria County, Texas.
- (28) An undivided 1/6th non-participating royalty interest, in, on and under the following described land;
14.5 acres of land, being Lot #12 and a strip of land 110 varas wide off the north end of Lot #13 out of Hooper & Wade Survey #19, Abstract 422, Brazoria County, Texas.
- (29) An undivided 1/2 mineral interest, in, on and under the following described land;
Five acres of land, being Tract 15, Block A, of the South Texas Fruit & Land Company Subdivision out of the Day Land & Cattle Co. Survey, Abstract 603, Brazoria County, Texas, save and except a 1/64th non-participating royalty interest.

Mineral interest, in, on and under the following described land;
Ten acres of land described as Lot #57, out of H. T. & B. R. R. Survey #24, Abstract 549, Brazoria County, Texas.

- (31) All mineral interest, in, on and under the following described tract of land;
Five acres of land, being the East 1/2 of Lot #7, of the Sub-division of Section 17, H. T. & B. R. R. Survey, Abstract 228, Brazoria County, Texas.
- (32) An undivided 1/2 mineral interest, in, on and under the following described land;
Five acres of land, being Lot #9, Block A. of the Day Land and Cattle Company Survey, Abstract 603, Brazoria County, Texas.
- (33) An undivided 1/2 mineral interest, in, on and under the following described land;
9.24 acres of land, being Tract 235, out of the H. T. & B. R. R. Survey #66, Abstract 560, Brazoria County, Texas.
- (34) An undivided 7/8th mineral interest, in, on and under the following described land;
Five acres of land, being Tract #24, Subdivision 5, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- (35) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 62, Subdivision 6, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas, save and except a non-participating 1/64th royalty interest.
- (36) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 9, Subdivision 5, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- (37) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 110, Subdivision 1, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 9, Brazoria County, Texas.
- (38) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 11A, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- (39) An undivided 1/3 mineral interest, in, on and under the following described land;
Five acres of land, being Tract 177, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- (40) An undivided 1/2 mineral interest, in, on and under the following described land;
Five acres of land, being Tract 71, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- (41) An undivided 1/2 mineral interest, in, on and under the following described land;
2.5 acres of land, being Tract 50-A, out of H. T. & B. R. R. Survey #26, Abstract 619, Brazoria County, Texas.
- (42) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 37, Subdivision 6, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- (43) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 106, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.

...undivided 1/2 mineral interest, in, on and under the following described land;
Five acres of land, being Tract 112, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.

- (45) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 44, Subdivision 10, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas, save and except a 1/32 nd non-participating royalty interest.
- (46) All mineral interest, in, on and under the following described land;
Five acres of land being Tract 223, Subdivision 1, Brazos Coast Investment Company's Subdivision of the B. T. Archer League Abst. 9, Brazoria County, Texas.
- (47) All mineral interest, in, on and under the following described land;
Five acres of land, being Tract 63, Subdivision 1, Brazos Coast Investment Company's Subdivision of the B. T. Archer League, Abstract 9, Brazoria County, Texas.
- (48) An undivided 1/2 mineral interest, in, on and under the following described land;
Five acres of land, being the East 1/2 of tract #13, Hooper & Wade Survey 10, Abstract 486, Brazoria County, Texas.
- (49) All mineral interest, in, on and under the following described land;
Five acres of land, being the West 1/2 of Tract 13, Hooper & Wade Survey 10, Abstract 486, Brazoria County, Texas.
- (50) All mineral interest, in, on and under the following described land;
Ten acres of land, being Tract 34, out of H. T. & B. R. R. Survey #35, Abstract 304, Brazoria County, Texas.
- (51) An undivided 1/2 mineral interest, in, on and under the following land;
Twenty acres of land, being Tract 30-B, out of the Thomas Spraggins Survey, Abstract 366, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Mary Ethel Paine, as her separate property and estate, her heirs and assigns forever; And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but no further.

Executed this 17th day of September, A. D. 1950.

J. W. Stone

STATE OF MISSISSIPPI
COUNTY OF JONES

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18th day of September, A. D. 1950.

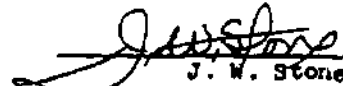


Agnes Blackwell
Notary Public in and for Jones County, Miss.

...to have and to hold the above described property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, and Grantee's successors, heirs, and assigns forever; And Grantor does hereby bind Grantor's successors, heirs, executors and administrators, to warrant and forever defend all and singular the said property unto the said Grantee herein, and Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. by, through and under Grantor but no further.

This deed is executed by me to take the place of a similar deed executed on the 29th of October, 1953 and which was lost by the Grantee before recording.

Witness my hand as of the 29th day of October, A.D. 1953.


J. W. Stone


STATE OF MISSISSIPPI)

COUNTY OF JONES)

Before me, the undersigned authority, in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of

August, 1954.


Mervine Blackwell
Notary Public in and for
Jones County, Miss.

My Commission Expires November 3, 1954

Filed for Record at 10:00 o'clock AM, August 30, 1954, by J. W. Stone

Clerk County Court, Brazoria Co., Texas, By Mervine Blackwell

WARRANTY DEED.

10568

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That I, J. W. Stone, of the County of Jones, State of Mississippi, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to him in hand paid by E. C. Allen, receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey (subject to the exceptions and reservations herein-after set forth) unto the said E. C. Allen, of the County of Brazoria, State of Texas, all those certain pieces and parcels of land in Brazoria County, Texas, and described as follows, to-wit:

1. An undivided 1/2 interest in Tract 98 S/D 10, of the B. C. I. Co. S/D of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.
2. An undivided 1/2 interest in Tract 68 S/D 8, of the B. C. I. Co. S/D of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
3. All of tract 118 S/D 8, of the B. C. I. Co. S/D of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.
4. An undivided 1/4 interest in Tract 21 S/D 8, of the B. C. I. Co. S/D of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
5. An undivided 1/2 interest in Tract 31 S/D 9, of the B. C. I. Co. S/D of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
6. All of tract 158 S/D 9, of the B. C. I. Co. S/D, of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.

Combined acreage in above tracts being 12.75 acres.


The above land is no part of Grantors homestead.

It is hereby expressly agreed and understood that out of the Grant hereby made there is excepted and reserved to the grantor herein all mines of, and all oil, gas and other minerals on and under the said lands and premises herein described and conveyed, and it is hereby agreed and understood that Grantor herein, his successors and assigns shall have right of ingress and egress at all times for removal of said minerals.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, and Grantee's successors, heirs, and assigns forever;
And Grantor does hereby bind Grantors successors, heirs, executors and administrators, to warrant and forever defend all and singular the said property unto the said Grantee herein, and Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This deed is executed by me to take the place of a similar deed executed on the 29th of October, 1953 and which was lost by the Grantee before recording.

Witness my hand as of the 29th day of October, A. D. 1953.


J. M. Stone.

STATE OF MISSISSIPPI
COUNTY OF JAMES

Before me, the undersigned authority, in and for said County and State, on this day personally appeared J. M. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and con-

sideration therein expressed.

Given under my hand and seal of office this 30th day of August, 1954.

(SEAL)

Opaline Blackwell
Notary Public in and for Jones County, Miss.

My commission expires,

My Commission Expires November 1, 1954

Filed for Record At 2:35 o'clock P.M., 3, 1954 R. P. Stevens,

Clerk County Court, Brazoria Co., Texas,

By

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

10570

That I, C. L. MASSEY, of Brazoria County, Texas, as Independent Executor under the Will and of the Estate of Dr. W. E. Long, deceased (know also as William E. Long) for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration to me in hand paid by JUSTO HERNANDEZ, of Brazoria County, Texas, the receipt of which is hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said JUSTO HERNANDEZ, the following described tract or parcel of land (not including, however, the minerals thereunder as hereinafter provided) situated in Brazoria County, Texas, to-wit:

All of Lots 13 and 14, Block 18, of Brookside
Subdivision of Section No. 4, E.T.&B. Survey,
Abstract No. 543, in Brazoria County, Texas

There is, however, excepted from this conveyance and reserved to the Grantor, his successors and assigns, all of the oil, gas, casinghead gas and all other minerals in and under and that may be produced from the land hereinabove described. There is further reserved to the Grantor, his successors and assigns, the right of ingress and egress upon and over such land, and such use of the surface as may be reasonably necessary to explore the same for such oil, gas, casinghead gas and other minerals, or any of them, to drill, mine, construct shafts, tunnels on and develop said land, produce, store, transport, treat, process, and make marketable such oil, gas, casinghead gas or any other minerals in paying quantities, to produce, store, transport, treat, process and make marketable such oil, gas, casinghead gas and any other minerals.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said JUSTO HERNANDEZ, his heirs and assigns, forever. And I do hereby bind myself, as such Independent Executor of said Estate of Dr. W. E. Long, deceased, my successors and assigns, to warrant and forever defend all and singular the said premises unto the said JUSTO HERNANDEZ, his heirs and assigns, forever, against every person whomsoever lawfully claiming or to

C. C. Stallings
C. C. StallingsArlene Stallings
Arlene StallingsTHE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared C. C. Stallings and Arlene Stallings, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Arlene Stallings, wife of the said C. C. Stallings, having been examined by me privily and apart from her husband, and having the same explained to her, she, the said Arlene Stallings, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of February, 1957.

A. R. Mason
Notary Public in and for
Brazoria County, Texas.

A. R. MASON
Notary Public in and for
Brazoria County, Texas

Filed for Record at 1957 Feb 13 PM
Brazoria County Court, Brazoria County, Texas

2077
B-67-SPECIAL WARRANTY DEED—Single and Wife's Separate Acknowledgments—Class 5.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF BRAZORIA

THAT I, R. G. Allen, last joined by my wife since the property herein conveyed constitutes no part of my homestead.

of the County of Brazoria State of Texas for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration

to me in and paid by Fred H. Ramer, Sr.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Fred H. Ramer

of the County of Harris State of Texas all that certain

Undivided one-fourth ($\frac{1}{4}$) interest in and to Tract No. 21, in subdivision 8 of the F. J. Calvit League, Abstract No. 51; said Tract No. 21 being 5 acres of land, more or less, situated in the County of Brazoria and State of Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Fred H. Ramer, Sr., his

heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said

Fred H. Ramer, Sr., his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under me.

WITNESS my hand at Velasco, Texas this 23rd day of January, A. D., 1957

ECA

E. C. Allen

Witnesses at Request of Grantor:

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority

in and for Brazoria County, Texas,

on this day personally appeared E. C. Allen

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 23rd day of January, A. D., 1957

Jean Rathbun (Jean Rathbun)

Notary Public in and for Brazoria
County, Texas.

Filed for Record at 2:05 o'clock P. M., FEB 13, 1957, H. R. Stevens, Jr.
Clerk County Court, Brazoria Co., Texas, By L. B. Rogers Deputy

(THE STATE OF TEXAS)

CITY OF BRAZORIA

2078

ALL MEN OF SOUND MIND: That I, Daniel J. [unclear], single man, of Brazoria County, Texas, called to [unclear] for and in consideration of the sum of Ten and 10/100 Dollars (\$10.00) and of good and valuable consideration, to me in hand paid by [unclear] and her wife, Dorothy A. [unclear], both of legal age, being, called the GRANTEE, the receipt of which I hereby acknowledged and confessed, and the sum of Two Thousand Five Hundred Dollars (\$2,500.00) to be in hand paid by The First [unclear] of the special instance and request of the [unclear] herein, the receipt of which is hereby acknowledged [unclear] of such advancement the [unclear]

#3512

J.W. Stone

to

Mary Ethel Paine

Instrument---Mineral Deed

Dated---March 11, 1957

Filed---March 12, 1957 at 1:30 p.m.

Recorded in Deed Book 681 pg. 26-x

THE STATE OF TEXAS

COUNTY OF BRAZORIA

3512

THAT I, J. W. Stone, for and consideration of the sum of Ten Dollars (\$10.00) to the said Grantor cash in hand paid by Mary Ethel Paine, wife of W. W. Paine, Jr., of 3616 Rice Blvd, Houston 5, Texas, out of her own funds separate and apart from that of her husband, the receipt of which is hereby acknowledged, have Granted, Sold and conveyed and by these presents do Grant, Sell and Convey unto the said Mary Ethel Paine, as her separate property and estate, all of the following described mineral interest, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring for oil, gas and other minerals, and removing the same therefrom, all of said interest lying and situated in Brazoria County, Texas, to-wit:

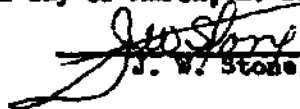
Tract 1. An undivided one-half (1/2) mineral interest in Tract 21, S/D 8, B. C. I. Co. S/D in the F. J. Calvit League, Abstract #51, Brazoria Co. Texas.

Tract #2, An undivided one-fourth (1/4) interest in Lot 18, of the A. J. Owen S/D of the SW-1/4 of Section 8, Hooper & Wade Survey, Abstract 489, in Brazoria County, Texas, this tract two is made in lieu of and to correct a deed dated September 17, 1950 in in which the abstract number was shown as No. 486, and recorded in Vol. 486, page 472.

Tract 3. An undivided one-sixty fourth (1/64th) royalty in Lot 5-A, of the Subdivision of H. & W. Survey #5, Abst. #429, Brazoria County, Texas, and being the same interest as shown in a deed from the Rika Royalty Co. to J. W. Stone, dated December 31, 1942, and filed for record in Vol. 367, page 107, deed records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Mary Ethel Paine, as her separate property and estate, her heirs and assigns forever; And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this the 11th day of March, A. D. 1957.


J. W. Stone.

STATE OF MISSISSIPPI

COUNTY OF JONES

Before me, the undersigned authority in and for said County and State on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, A. D. 1957.

(SEAL)


Notary Public in and for Jones County, Miss.

My commission expires,

My Commission Expires March 12, 1957

D-18

#7506

J.W. Stone

to

Rev. E. C. Allen

Instrument---Warranty Deed

Dated---March 11, 1957

Filed---June 10, 1957 at 4:40 p.m.

Recorded in Deed Book 688 pg. 13-14-

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

7506

THAT I, J. W. Stone, of the County of Jones, State of Mississippi, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by Rev. E. C. Allen, receipt of which is hereby acknowledged, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Rev. E. C. Allen, of the County of Brazoria, State of Texas, (subject to the reservations hereinafter setforth) all that certain tract or parcel of land situated in the County of Brazoria, State of Texas, to-wit:

And undivided 1/2 interest in surface only to, Tract No. 21 S/D 8 of the Brasos Coast Investment Company S/D of the F. J. Calvit League Ab. 51, Brazoria County, Texas.

It is hereby expressly understood and agreed that out of the grant hereby made there is excepted and reserved to the Grantor herein all oil, gas and other minerals on and under the said land and premises herein described and conveyed with the right of ingress and egress at all times for the removal of said minerals; it being understood that this conveyance covers the surface rights only.

TO HAVE AND TO HOLD the above described premises, together with all singular the rights and appurtenances thereto in anywise belonging unto the said Rev. E. C. Allen, and his heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators to Warrant and to Forever Defend, all and singular the said premises unto the said Rev. E. C. Allen, and his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this the 11th day of March, A. D. 1957.

STATE OF MISSISSIPPI
COUNTY OF JONES

Before me, the undersigned authority in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, A. D. 1957.

Notary Public in and for

My commission expires, My Commission Expires Mar. 23, 1957

D - 19

#14659

E.C.Allen

to

C.C.Children

Instrument---Warranty Deed

Dated---June 13, 1957

Filed---Nov. 27, 1957 at 9:45 a.m.

Recorded in Deed Book 700 pg. 418-419-

14659

THE STATE OF TEXAS

County of Brasoria

Know All Men by These Presents:

That I. E. C. Allen

of the County of Brasoria and State of Texas in consideration of
the sum of \$10.00 and other valuable consideration
paid by C. C. Childers

receipt of which is hereby acknowledged, and for which no lien, other express or implied, is retained or shall exist, have Granted,
Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said C. C. Childers

of the County of Brasoria and State of Texas all that certain
tract or parcel of land situated in the County of Brasoria and State of Texas, to-wit:

Being an undivided one-half ($\frac{1}{2}$) interest in and
to the surface only of the following described
property, to-wit:

Being Tract No. 21 of Subdivision 8 out of the
Brasos Coast Investment Company's Subdivision
out of the F. J. Calvit League, Abstract 51,
Brasoria County, Texas, according to the map
or plat of said Subdivision now of record in
the office of the County Clerk of Brasoria
County, Texas, to which reference is here made
for all appropriate purposes.

TO HAVE AND TO HOLD The above described premises, together with all and singular the rights and appurtenances
therein in anywise belonging unto the said C. C. Childers

and his heirs and assigns forever. And I do hereby bind myself, my heirs, successors
and administrators to Warrant and Forever Defend, all and singular, the said premises unto the said
C. C. Childers

and his heirs and assigns, against every person whatsoever lawfully claiming or to claim the same or any part
thereof.

WITNESS my hand at Velasco, Texas this 13 day of June A. D. 1957

Witness at Request of Grantor

E. C. Allen

By _____ Deputy. Clerk County Court, _____ County.

#5370
C.C. Childers
to
Fred H. Ramer, Sr.

Instrument-----Warranty Deed
Dated----April 26, 1961
Filed---May 5, 1961 at 10:20 a.m.
Recorded in Deed Book 791 pg. 592

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

5370

KNOW ALL MEN BY THESE PRESENTS: That I, C. C. Childers, of Brazoria County, Texas, called the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to me in hand paid by Fred H. Ramer, Sr., of Harris County, Texas, called the GRANTEE, the receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE, all that certain lot, tract or parcel of land, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Being an undivided one-half (1/2) interest in and to the surface only of the following described property, to-wit:

Being Tract No. 21 of Subdivision 8 out of the Brazos Coast Investment Company's Subdivision out of the F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat of said Subdivision now of record in the office of the County Clerk of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns, and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises, unto the said GRANTEE, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this the 26 day of April, 1961.

C. C. Childers
C. C. Childers



THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared C. C. Childers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of

April, 1961.



W. Loving
Notary Public in and for
Brazoria County, Texas.

W. LOVING
Notary Public in and for Brazoria County, Texas

#9746
Fred H. Ramer, Sr.
to
Brazoria County

Instrument---R/W
Dated---April 30, 1961
Filed---Aug. 15, 1961 at 8:10 a.m.
Recorded in Deed Book 798 pg. 679

THE STATE OF TEXAS
COUNTY OF BRAZORIA }

9746

THAT I, Fred H. Ramer, Sr.,
of Harris County, Texas, in consideration of the sum of \$1.00 and other
good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court
of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey,
subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and
privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by
us; to-wit:

A strip of land twenty (20) feet in width
extending across the Northwest end of Tract
21, in Division 8, of the Brazos Coast In-
vestment Company Subdivision, in the F. J.
Calvit League, Abstract 51, in Brazoria
County, Texas, according to the recorded
map or plat thereof appearing in the Office
of the County Clerk of Brazoria County,
Texas.

The grantor herein excepts from this easement and reserve for himself
his heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by
this easement, but said grantor, for himself, his heirs and assigns, waive all
all right of ingress and egress to and from the surface of the land covered by this easement for the purposes
of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purposes of making additions to, improvements on, and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS my hand this 30 day of April, A.D. 1961

Fred H. Ramer Sr.
Fred H. Ramer Sr.

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public in and for said County and State, on this day personally appeared

Fred H. Ramer Sr.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this the 3 day of May, A. D. 1961.

Burton B. Ramer, Notary Public,
Harris County, Texas.

THE STATE OF Texas

COUNTY OF Harris

Before me, a Notary Public in and for said County and State, on this day personally appeared

_____ wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared

that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the 3 day of May, A. D. 1961.

Burton B. Ramer, Notary Public,
County.

[Handwritten notes and signatures in a box, including "Children - 1/2", "H. R. Stevens, Jr.", and "A. R. Stevens"]

FILED FOR RECORD AUG 15 1961

SEALORIA COUNTY
FILED FOR RECORD

AT 9:00 O'CLOCK A.M.

Filed for record this AUG 15 1961

H. R. STEVENS, JR.

Clerk of Court, Harris County, Texas

at _____ o'clock _____ M.

Clerk,

County Court, _____ County, Texas.

Deputy.

C. Long

9748

H. Marilyn Christie, et al
to
Brazoria County

Instrument---R/W
Dated---April 19, 1961
Filed---Aug. 15, 1961 at 8:10 a.m.
Recorded i. Deed Book 798 pg. 681

RIGHT-OF-WAY EASEMENT DEED

9748

THE STATE OF TEXAS
COUNTY OF BRAZORIA

THAT Ms. H. Marilyn Christie and Sam E. Dunham Jr.,
of Harris County, Texas, in consideration of the sum of \$1.00 and other
good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court
of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey,
subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and
privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by
us, to-wit:

A strip of land twenty (20) feet in width,
extending across the Northwest end of Tract
21, in Division 8, of the Brazos Coast In-
vestment Company Subdivision, in the F. J.
Calvit League, Abstract 51, in Brazoria
County, Texas, according to the recorded map
or plat thereof appearing in the Office of
the County Clerk of Brazoria County, Texas.

The grantors herein except from this easement and reserve for themselves,
their heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by
this easement, but said grantors, for themselves, their heirs and assigns, waive
all right of ingress and egress to and from the surface of the land covered by this easement for the purposes
of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along,
upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents,
employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said
premises for the purposes of making additions to, improvements on, and repairs to the said road or highway,
or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the
premises above described.

WITNESS our hand and seal this 19th day of April AD 1961.

D - 23

H. Marilyn Christie
H. Marilyn Christie
Sam E. Dunham Jr.
Sam E. Dunham Jr.

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, a Notary Public in and for said County and State, on this day personally appeared _____

H. Marilyn Christie,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this the 20 day of April, A. D. 1961.

James J. Gay Notary Public,
Harris County, Texas.

THE STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said County and State, on this day personally appeared _____

_____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the _____ day of _____, A. D. 196

_____, Notary Public,
County.

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, a Notary Public in and for said County and State, on this day personally appeared SAM E. DUNNAM, JR.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this the 19th day of April, A.D. 1961.

Ruth Landers Notary Public,
Harris County, Texas

000

9748

EASEMENT

BRAXORIA COUNTY

FILED FOR RECORD

AT 10 O'CLOCK A.M.

Filed for record AUG 16 1961

H. R. STEVENS, JR.

Notary Public, Harris County, Texas

at _____ o'clock _____ M.

Clerk.

County Court _____ County, Texas.

Deputy.

C. C. Long

11253
Fred H. Ramer, Sr.
to
Dr. Carl M. Carroll, Jr.

Instrument---Warranty Deed
dated-----May 22, 1961
Filed-----Aug. 3, 1962 at 9:20 a.m.
Recorded in Deed Book 827 pg 156

The State of Texas, } 11253
County of Brazoria } Know All Men by These Presents:

That I, Fred H. Ramer, Sr.

of the County of Harris State of Texas for and in consideration
of the sum of (\$10.00) and other good and valuable consideration

Ten & No/100----- DOLLARS
to him to hand paid by Dr. Carl M. Carroll, Jr.

That I, Fred H. Ramer, Sr.
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
Dr. Carl M. Carroll, Jr.

of the County of Harris State of Texas all that certain

Lot, Tract or Parcel of Land, lying and being situated in the County
of Brazoria, State of Texas, more particularly described as follow.
to-wit:

Being an undivided one-half (1/2) interest in and to the surface
only of the following described property, to-wit:

Being Tract No.21 of Subdivision 8 out of the Brazos Coast in-
vestment Company's Subdivision out of the F.J. Calvit League,
Abstract 51, Brazoria County, Texas, according to the map or
plat of said Subdivision now of record in the office of the
County Clerk of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said Grantee,

his
heirs and assigns forever and I do hereby bind myself my
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said Grantee, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS my hand at Houston Harris County, Texas
this 22 day of May 19 61
Witnesses at Re-----

Fred H. Ramer Sr.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HARTTIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of May A. D. 19 61

(L. S.)

Notary Public in and for Harttis, County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared and known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M. and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy.

11253 827 120
AUG 3 62 8 6 6 7 8 • 11253 A RCO —

Warranty Deed

FROM

Fred H. Ramer, Sr.

TO
Dr. Carl M. Carroll, Jr.
3921 Lyons, Ave.
Houston, Texas

FILED FOR RECORD

This day of A. D. 19

at o'clock M.

County Clerk.

By Deputy.

FILED FOR RECORD

AT TWO O'CLOCK P. M. D. 19

In County Records

In Book on Page

H. R. STEVENS, JR.

Notary Public, County Clerk

By Deputy

Deputy.

Recording Fee \$ 1.20

This instrument should be filed immediately with the County Clerk for record.

Dr. Carl M. Carroll, Jr.

13111

MINERAL DEED

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT I, H. Merlyn Christie

hereinafter called Grantor,

of Harris

County, Texas, for and in consideration of the sum of

Ten and No/100-----Dollars (\$10.00) cash in hand paid by

Carter Byron Christie, Kay Christie and Craig Hart Christie

hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto the said Grantee, an undivided $\frac{1}{8}$ interest in and to all of the oil, gas and other minerals in and

under, and that may be produced from the following described land situated in Brazoria County, Texas, to-wit:

Tract #21, in Subdivision #8, of the Brazos Coast Investment Company Subdivision of the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and being the same 5 acre tract of land described in deed from Carlos Bee, at al to Thos. J. Jones, dated August 31st, 1909, and of record in Volume 93, page 552, Deed Records of Brazoria County, Texas.

It is the intention of the Grantor herein to convey, and he does hereby convey all of the interest acquired by him in that certain deed from J. W. Stone to H. Merlyn Christie and S. E. Dunman, Jr., dated December 7, 1938, and recorded in Vol. 313, page 437 of the deed records of Brazoria County, Texas.

Together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals, and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of

subject to the terms of said lease and/or any other valid lease covering same, but covers and includes

of all of the oil royalty and gas rental or royalty due and to be paid under the terms of said lease, in so far as it covers the above described land.

It is understood and agreed that of the money rentals, which may be paid, on the above described land, to extend the term within which a well may be begun under the terms of said lease, is to be paid to the said Grantee; and, in event that the above described lease for any reason becomes canceled or forfeited, then and in that event, Grantee shall own $\frac{1}{8}$

of all oil, gas and other minerals in and under said lands, together with a like $\frac{1}{8}$ interest in all bonuses paid, and all royalties and rentals provided for in future oil, gas and mineral leases covering the above described lands.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, and Grantee's successors, heirs and assigns forever; and Grantor does hereby bind himself and his successors, heirs, executors and administrators, to warrant and forever defend all and singular the said property unto the said Grantee herein, and Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under grantor but no further.

WITNES:

hands this the

1 day of

May, 1961

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally

COUNTY OF Harris

H. Mulyer Christie, known to me to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me that he/they executed the
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 1 day of May A. D. 1961

Notary Public in and for Harris County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally

COUNTY OF _____

appeared _____ and wife _____
known to me to be the persons whose names are subscribed to the foregoing instrument; and acknowledged to me that they

executed the same for the purposes and consideration therein expressed; and the said _____

wife of said _____, having been examined by me privily and apart from her husband,

and having the same fully explained to her, she, the said _____, acknowledged said
instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein
expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 _____

Notary Public in and for _____ County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally

COUNTY OF _____

appeared _____ wife of _____
known to me to be the person whose name is subscribed to the foregoing instrument, and said wife having been examined by me

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, H. R. Stevens, Jr., Clerk of the County Court in and for Brazoria County, Texas, do hereby
certify that this instrument was FILED FOR RECORD and RECORDED in the volume and
page of the named record and at the time and date as stamped hereon by me.



H. R. Stevens, Jr.
County Clerk of Brazoria Co., Texas

13111

FORM NO. 52

MINERAL DEED

FILED FOR RECORD	
AT	6:00 O'CLOCK <u>PM</u>
SEP 3 1961	
H. R. STEVENS, JR.	
Clerk County Court Brazoria Co., Tex.	
FROM	TO
COUNTY, TEXAS	
Dated	19
Noted	19
This instrument was filed for record on the	
day of	at
Volume	Page
of the records of this office	
County Clerk	Deputy
When recorded return to	
1.50	

H. Mulyer Christie
102 1/2 Glen Houston Club Rd
Houston 2, Texas

THE BRAZOSPORT INDEPENDENT
SCHOOL DISTRICT

vs.

W. J. D. WAY, ET AL

IN THE 23RD DISTRICT COURT

of

BRAZORIA COUNTY, TEXAS

J U D G M E N T

BE IT REMEMBERED, that on April 26, 1965, came on to be heard in regular order the above numbered and entitled cause, wherein the Brazosport Independent School District is Plaintiff, and wherein;

Elliott Cage, Jr., Dixie Lee Vollbaum, Mrs. E. Westmoreland, J. A. Linnett, May McCann, Robert H. Westmoreland, Horace High, L. J. Skalak, D. E. Miller, ~~Eugene N. Catiott~~, Doris Carlton Hautier, L. G. Mead, A. W. Lather, Pollye Beacroft, ~~Mrs. R. E. L. Stringfellow~~, Clifford F. Kleising, Mary R. Kleising,

who were duly served with process but failed to appear or answer, but wholly made default; and

~~Eugene N. Catiott~~

who appeared and answered; and

W. J. D. Way, Thomas Trehey, Thomas P. O'Grady, Mrs. Nieska V. Christensen, James F. Perry, ~~Paul C. Catterton, Jr.~~, Valeria McNutt, Pearl A. Williams, A. C. Rutherford, John Dwyer, Patrick Scantling, Willfred S. Smith, Mrs. W. S. Smith, Mary B. Smith, Lucy Sandall, Mary Haile, Louella Bryan Burroughs, Jacob D. Greenhoff, J. W. Linnett, Walter Lee Wadell, Betty Jane Witbeck, Frank Holwegler, Lewis R. Bryan, Mary Shepard Bryan Bell, Cora Louise Bryan McKee, Lillian Ballows, W. E. Raichardt, E. D. Duval, Bertha Baillieux, J. B. Baillieux, Mast Baillieux, Charles Baillieux, Peter Baillieux, Nicholas Baillieux, Mary Baillieux, Catherine Baillieux, Margaret B. Thompkins, Thomas F. Waits, Mary Waits, W. E. Walker, L. B. Race, Florence G. Race, W. R. Rohrer, W. A. Rohrer, Winona Glascock Rohrer, John S. Owen, Jeffery Gaines Waldo, Victor E. Waldo, Jr., Nani Wallace, Vivian Nani, Harold G. Schuster, Sarah Schuster, Joseph I. Wilcox, Mildred L. Wilcox, George Lance Wyatt, Holice Estell, ~~William B. Phelps~~, Clara Luttrell, John H. Denny, Mary M. Cutherman, Mrs. C. E. Glass, R. H. Leavitt, Sara B. Hazen, C. F. Kimmell, T. J. Brookshire, P. M. House, Mary Cutherman, Mary M. Cutherman, W. O. Rhodes, George K. Meyer, Jr., S. E. Dunnam, S. E. Dunnam, Jr., Fred H. Romer, Sr., H. Merlyn Christie, Joe Nolte, Joseph Nolte

All of the Stockholders, all of whom are unknown to Plaintiff, and his attorney of each and all of the corporate defendants enumerated above; all partners, all of whom are unknown to Plaintiff and to his attorney of each and all of the defendants enumerated above, which are or were partnerships; all members, beneficiaries, and interest holders, all of whom are unknown to Plaintiff and to his attorney, of each and all of the defendants enumerated above which are or were trusts, joint stock companies, or other unincorporated associations; all of such persons and their legal status, viz., whether incorporated or unincorporated, and if incorporated, whether in good standing or defunct, being unknown to Plaintiff and his attorney;

If living, and if any or all of the above-named defendants be dead, the unknown heirs of each or all of said above-named persons who may be dead, and the unknown heirs of the unknown heirs of said above-named persons, and the unknown owner or owners of the hereinafter described land, and the executors, administrators, guardians, legal representatives, legatees, and devisees of the above-named persons, and all persons owning or having or claiming any interest in the following described land, who were duly served with process by means of citation by publication are defendants; and wherein the State

of Texas and Brazoria County, City of Clute and City of Freeport are Impleaded Defendants; and the Court having appointed

Kenneth Bing, a duly licensed and practicing attorney, as attorney to represent all the defendants above-named who were served with process by means of citation by publication and as guardian ad litem for any defendants who may be minors or non compos mentis, and said attorney and guardian ad litem having answered on behalf of all such defendants who were cited by publication and Defendants who may be minors or non compos mentis, This cause coming on for trial came Plaintiff and the Impleaded Defendant Taxing Units above-named by their attorneys,

and came defendants who were cited by publication by their attorney and came defendants who are minors or non compos mentis by their guardian ad litem,

and all of said parties announced ready for trial; and plaintiff and impleaded defendant taxing units having moved the Court to dismiss from this suit any parties not named above it was so ordered; and as to those defendants above named who were duly served with process but failed to appear and answer but made default, the Court is of the opinion and finds that plaintiff and impleaded defendant taxing units should have judgment for the taxes owing them and for foreclosure and order of sale as hereinbelow decreed; and a jury being waived, the parties submitted all matters of controversy, both of fact and of law, to the Court without the intervention of a jury and evidence was submitted concerning the ownership and title of the land hereinafter described, and the inventory sheets, assessment rolls, and delinquent tax records of plaintiff and of each impleaded defendant taxing unit above named were introduced in evidence, and evidence was submitted as to the value of the hereinafter described land; and the Court having heard the pleadings, the evidence, and the argument of counsel is of the opinion and finds as follows:

The above-named defendants who were served with citation in this cause, by publication or otherwise, were the owners of record of the hereinafter described land or were claiming some right, title or interest thereto, at the time of the institution of this suit and at this time. Said land was located within the boundaries of plaintiff and of the impleaded defendant taxing units, upon the dates when the taxes hereinafter found to be due were assessed.

There are taxes, penalties, interest, and costs due, owing, and unpaid to plaintiff and impleaded defendant taxing units in the amounts hereinbelow set out upon the hereinafter described land. Said taxes, penalties, interest, and costs constitute a separate, valid and subsisting lien in favor of plaintiff and impleaded defendant taxing units on each tract of land hereinafter described to secure the payment of the taxes, penalties, interest and costs hereinafter adjudged to be due against each separate tract of land hereinafter described, which said lien is prior and superior to all claims, right, title, interest or liens asserted by any of the parties defendant hereto.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT there is due, owing and unpaid to plaintiff in the capacity in which it sues and to the impleaded defendant taxing units the following amounts of taxes, penalties, interest and costs for all delinquent years upon the following described property as set out in the Schedule immediately following, together with interest at the rate of six per cent per annum on all of said sums from date until paid, to-wit:

SCHEDULE

Delinquent taxes, penalty, interest and cost due for which judgment is herein rendered covering all years delinquent at the date of this judgment.

of Texas and Brazoria County, City of Clute and City of Freeport are Impleaded Defendants; and the Court having appointed

Kenneth Bing, a duly licensed and practicing attorney, as attorney to represent all the defendants above-named who were served with process by means of citation by publication and as guardian ad litem for any defendants who may be minors or non compos mentis, and said attorney and guardian ad litem having answered on behalf of all such defendants who were cited by publication and Defendants who may be minors or non compos mentis,

This cause coming on for trial came Plaintiff and the Impleaded Defendant Taxing Units above-named by their attorneys,

and came defendants who were cited by publication by their attorney and came defendants who are minors or non compos mentis by their guardian ad litem,

and all of said parties announced ready for trial; and plaintiff and impleaded defendant taxing units having moved the Court to dismiss from this suit any parties not named above it was so ordered; and as to those defendants above named who were duly served with process but failed to appear and answer but made default, the Court is of the opinion and finds that plaintiff and impleaded defendant taxing units should have judgment for the taxes owing them and for foreclosure and order of sale as hereinbelow decreed; and a jury being waived, the parties submitted all matters of controversy, both of fact and of law, to the Court without the intervention of a jury and evidence was submitted concerning the ownership and title of the land hereinafter described, and the inventory sheets, assessment rolls, and delinquent tax records of plaintiff and of each impleaded defendant taxing unit above named were introduced in evidence, and evidence was submitted as to the value of the hereinafter described land; and the Court having heard the pleadings, the evidence, and the argument of counsel is of the opinion and finds as follows:

The above-named defendants who were served with citation in this cause, by publication or otherwise, were the owners of record of the hereinafter described land or were claiming some right, title or interest thereto, at the time of the institution of this suit and at this time. Said land was located within the boundaries of plaintiff and of the impleaded defendant taxing units, upon the dates when the taxes hereinafter found to be due were assessed.

There are taxes, penalties, interest, and costs due, owing, and unpaid to plaintiff and impleaded defendant taxing units in the amounts hereinbelow set out upon the hereinafter described land. Said taxes, penalties, interest, and costs constitute a separate, valid and subsisting lien in favor of plaintiff and impleaded defendant taxing units on each tract of land hereinafter described to secure the payment of the taxes, penalties, interest and costs hereinafter adjudged to be due against each separate tract of land hereinafter described, which said lien is prior and superior to all claims, right, title, interest or liens asserted by any of the parties defendant hereto.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT there is due, owing and unpaid to plaintiff in the capacity in which it sues and to the impleaded defendant taxing units the following amounts of taxes, penalties, interest and costs for all delinquent years upon the following described property as set out in the Schedule immediately following, together with interest at the rate of six per cent per annum on all of said sums from date until paid, to-wit:

SCHEDULE

Delinquent taxes, penalty, interest and cost due for which judgment is herein rendered covering all years delinquent at the date of this judgment.

[1] Property: Lots 6 & 7, Block 8

Due to The State of Texas
for the years

Amount

Adjudged
Value

\$ None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1949 thru 1964

24.28

Due to

for the years

Total Due

\$ 24.28

[2] Property: Lot 10, Block 8

Due to The State of Texas
for the years

\$ None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years

23.20

Due to

for the years

Total Due

\$ 23.20

[3] Property: Lot 11, Block 8

Due to The State of Texas
for the years 1923 thru 1964

\$ 19.69

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1949 thru 1964

20.86

Due to

for the years

Total Due

\$ 40.55

[4] Property: Lot 4, Block 9

Due to The State of Texas
for the years

Amount

Adjudged
Value

\$ None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1954 thru 1964

\$ 14.45

Due to
for the years

Total Due

\$ 14.45

~~[5] Property: Lot 5, Block 9~~

~~Due to The State of Texas
for the years 1919 thru 1921, 1923, thru 1925,
1931 thru 1933, 1935, thru 1948, 1950 thru 1953, 1956~~

~~Amount~~

~~Adjudged
Value~~

~~\$ 15.84~~

~~Due to the City of _____
for the years~~

~~None~~

~~Due to Brazosport
Independent School District
for the years~~

~~None~~

~~Due to
for the years~~

~~Total Due~~

~~\$ 15.84~~

[6] Property: Lot 8, Block 9

Due to The State of Texas
for the years

Amount

Adjudged
Value

\$ None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1949 thru 1956, 1961 thru 1964

\$ 15.85

Due to
for the years

Total Due

\$ 15.85

[7] Property: Lot 12, Block 10

Amount
Adjudged
Value

Due to The State of Texas
for the years

\$ None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1954 thru 1964

\$ 14.43

Due to

for the years

Total Due

\$ 14.43

[8] Property: Lot 7, Block 11

Amount
Adjudged
Value

Due to The State of Texas
for the years 1919 thru 1964

\$ 21.03

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1949 thru 1964

20.86

Due to

for the years

Total Due

\$ 42.69

[9] Property: Lot 6, Block 19

Amount
Adjudged
Value

Due to The State of Texas
for the years 1931 thru 1933, 1935 thru 1948,
1950 thru 1952, 1954 thru 1956

\$ 10.72

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years

None

Due to

for the years

Total Due

\$ 10.72

Suit No. 45,105

[12] Property: Lot 3, Block 20

	Amount	Adjudged Value
Due to The State of Texas for the years 1919 thru 1935, 1937 thru 1964	\$ 21.07	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1949 thru 1964	20.86	
Due to _____ for the years		
Total Due	\$ 41.93	

[13] Property: Lot 1, Block 30

	Amount	Adjudged Value
Due to The State of Texas for the years 1928, 1930 thru 1964	\$ 13.88	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1945, 1950 thru 1964	25.13	
Due to _____ for the years		
Total Due	\$ 39.01	

[14] Property: Lot 7, Block 34

	Amount	Adjudged Value
Due to The State of Texas for the years 1963, 1964	\$ 1.47	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1948 thru 1964	22.17	
Due to _____ for the years		
Total Due	\$23.64	

[18] Property: Lot 12, Block 46

Due to The State of Texas
for the years 1939 thru 1964

Amount

Adjudged
Value

\$ 10.14

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1945, 1946, 1949 thru 1964

23.30

Due to

for the years

Total Due

\$ 33.44

[21] Property: Lot 12, Block 65

Due to The State of Texas
for the years 1919 thru 1925, 1927, thru
1934, 1936 thru 1964

\$ 20.57

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1949 thru 1964

20.86

Due to

for the years

Total Due

\$ 41.43

[23] Property: Lot 1, Block 89

Due to The State of Texas
for the years

\$ None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1954 thru 1964

\$ 14.43

Due to

for the years

Total Due

\$ 14.43

Suit No. 43,103

[24] Property: Lots 1 thru 3 & Lots 10 thru 12. Block 90B	Amount	Adjudged Value
Due to The State of Texas for the years 1923, 1924, 1928 thru 1964	\$ 55.56	
Due to the City of _____ for the years _____	None	
Due to <u>Brazosport</u> Independent School District for the years 1945, 1946, 1948 thru 1964	61.13	
Due to _____ for the years _____		
Total Due	\$116.69	

[25] Property: Lots 4, 5 & 8, Block 91	Amount	Adjudged Value
Due to The State of Texas for the years _____	\$ None	
Due to the City of _____ for the years _____	None	
Due to <u>Brazosport</u> Independent School District for the years 1950 thru 1955	\$ 22.83	
Due to _____ for the years _____		
Total Due	\$ 22.83	

[28] Property: Lots 2, 3, 4, 10 & 11 in Block 104A Lots 1 thru 3, 10 thru 12 in Block 104B	Amount	Adjudged Value
Due to The State of Texas for the years 1919 thru 1964	\$184.84	
Due to the City of _____ for the years _____	None	
Due to <u>Brazosport</u> Independent School District for the years 1949, 1950, 1952 thru 1964	93.94	
Due to _____ for the years _____		
Total Due	\$278.78	

All of the foregoing property being located in Townsite of Quintana, Brazoria County, Texas.

[36] Property: Lot 9, Block 502

Due to The State of Texas
for the years 1919 thru 1964

Amount
Adjudged
Value

\$ 38.93

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1949 thru 1964

59.36

Due to
for the years

Total Due

\$ 98.29

[37] Property: Lot 10, Block 503

Due to The State of Texas
for the years 1920 thru 1938, 1940 thru 1964

Amount
Adjudged
Value

\$ 32.57

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1954 thru 1964 except 1961

28.90

Due to
for the years

Total Due

\$ 61.47

[42] Property: Lot 4 & NE 1/2 of Lot 5, Block 516,
Vol. 621, pg. 279

Due to The State of Texas
for the years 1962 thru 1964

Amount
Adjudged
Value

\$ 3.29

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1954, thru 1964

73.04

Due to
for the years

Total Due

\$ 76.33

Suit No. 45,105

[43] Property:	Lot 6 & SW 1/2 of Lot 5, Block 516, Vol. 814, pg. 186	Amount	Adjudged Value
Due to The State of Texas for the years		\$ None	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1954 thru 1964		73.04	
Due to			
for the years			
Total Due		\$ 73.04	
[44] Property:	Lot 10, Block 516	Amount	Adjudged Value
Due to The State of Texas for the years		\$ None	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1959 thru 1964		\$124.16	
Due to			
for the years			
Total Due		\$124.16	
[49] Property:	Lots 5, 6 & NE 1/2 of Lot 7, Block 530 & Lots 5A & 6A, Block 530 Volume 576, pg. 387	Amount	Adjudged Value
Due to The State of Texas for the years 1957 thru 1964		\$ 95.12	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1952 thru 1964 except 1956		383.83	
Due to			
for the years			
Total Due		\$478.97	

[50] Property: Lot 9, Block 530

Due to The State of Texas
for the years 1960 thru 1964

Amount
Adjudged
Value

\$ 21.80

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1952 thru 1955, 1960 thru 1964

106.21
None

Due to
for the years

128.01

Total Due

\$ 218.02

744

[55] Property: Lot 9, Block 539

Due to The State of Texas
for the years 1956, 1957, 1959 thru 1964

Amount
Adjudged
Value

\$ 48.03

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1961 thru 1964

28.06

Due to
for the years

Total Due

\$ 76.09

~~[56] Property: Lot 3, Block 543~~

~~Due to The State of Texas
for the years~~

~~Amount
Adjudged
Value~~

~~None~~

~~Due to the City of _____
for the years~~

~~None~~

~~Due to Brazosport
Independent School District
for the years 1949 thru 1964 except 1956~~

~~\$ 68.03~~

~~Due to
for the years~~

~~Total Due~~

~~\$ 68.03~~

Suit No. 45,105

[59] Property: Lot 6 & SW 1/2 of Lot 5, Block 543,
Vol. 673, pg. 114B

Due to The State of Texas
for the years

Amount

Adjudged
Value

None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1958 thru 1964

\$ 32.28

Due to
for the years

Total Due

\$ 32.28

[60] Property: Lots 9 thru 14, Block 543

Due to The State of Texas
for the years 1919 thru 1964

Amount

Adjudged
Value

\$137.48

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1949 thru 1964

166.70

Due to
for the years

Total Due

\$304.18

[64] Property: Lot 9, Block 548

Due to The State of Texas
for the years

Amount

Adjudged
Value

\$ None

Due to the City of _____
for the years

None

Due to Brazosport
Independent School District
for the years 1960 thru 1964

\$ 28.87

Due to
for the years

Total Due

\$ 28.87

[67] Property: Lot 6, Block 531

	Amount	Adjudged Value
Due to The State of Texas for the years	\$ None	
Due to the City of _____ for the years	None	
Due to <u>Brasport</u> Independent School District for the years 1951 thru 1964 except 1957	\$ 37.20	
Due to		
for the years		
Total Due	\$ 37.20	

All of the foregoing property being located in the Townsite of Surfside, Brazoria County, Texas.

[69] Property: Tract 28, Div. 5, Abst. 51,
F. J. Calvit, 5 acres

	Amount	Adjudged Value
Due to The State of Texas for the years 1923 thru 1932, 1937 thru 1952, 1958 thru 1964	\$ 80.66	
Due to the City of _____ for the years	None	
Due to <u>Brasport</u> Independent School District for the years 1949 thru 1964	147.88	
Due to		
for the years		
Total Due	\$228.54	

[70] Property: Tract 11, Div. 6, Abst. 51,
F. J. Calvit, 5 acres

	Amount	Adjudged Value
Due to The State of Texas for the years 1952 x thru 1964	\$14.40	
Due to the City of _____ for the years	None	
Due to <u>Brasport</u> Independent School District for the years 1949 thru 1964	47.92	
Due to		
for the years		
Total Due	\$62.32	

Suit No. 45,105

[72] Property: Tract 14, Div. 6, Abst. 51, F J
Calvit, 5 acres

	Amount	Adjudged Value
Due to The State of Texas for the years 1959, 1963	\$ 26.72	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1954 thru 1964	141.75	
Due to _____ for the years		
Total Due	\$170.47	

[74] Property: Tract 19, Div. 6, Abst. 51, F J
Calvit, 5 acres

	Amount	Adjudged Value
Due to The State of Texas for the years 1932, 1937 thru 1951, 1956 thru 1964	\$ 34.87	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1949 thru 1964	47.92	
Due to _____ for the years		
Total Due	\$ 82.79	

[77] Property: Tract 29, Div. 6, Abst. 51, F J
Calvit, 5 acres

	Amount	Adjudged Value
Due to The State of Texas for the years 1932 thru 1935, 1937 thru 1951, 1958 thru 1964	\$ 40.12	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1949 thru 1964 except 1961	77.76	
Due to _____ for the years		
Total Due	\$117.88	

[82] Property: Tract 109, Div. 6, Abst. 383, J A Wharton, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years 1961 thru 1964	\$ 4.10	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1943 thru 1956, 1961 thru 1964	41.64	
Due to _____ for the years		
Total Due	\$ 45.74	

[84] Property: Tract 25, Div. 7, Abst. 51, F. J. Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years 1956, 1957	\$ 3.07	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1957, 1958, 1963	10.66	
Due to _____ for the years		
Total Due	\$13.73	

[90] Property: Tract 67, Div. 7, Abst. 51, 5 acres; Tract 90, Div. 7, 5 acres F J Calvit	Amount	Adjudged Value
Due to The State of Texas for the years	None	
Due to the City of _____ for the years	None	
Due to <u>Brazosport</u> Independent School District for the years 1949 thru 1956, 1963; 1959 thru 1962	\$100.79	
Due to _____ for the years		
Total Due	\$100.79	

[91] Property:	Tract 110, Div. 7, Abst. 51, F J Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years 1956 thru 1964		\$136.20	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1949 thru 1964		240.38	
Due to for the years			
Total Due		\$376.58	
[94] Property:	Tract 117, Div. 7, Abst. 51, F J Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years 1956, 1957, 1959, 1962 thru 1964		\$ 6.24	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1953 thru 1956, 1959 thru 1964		31.61	
Due to for the years			
Total Due		\$ 37.85	
[95] Property:	Tract 121, Div. 7, Abst. 51, F J Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years 1957, 1959 thru 1964		\$ 6.88	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1950 thru 1954, 1958, 1959, 1961 thru 1964		32.32	
Due to for the years			
Total Due		\$ 39.40	

[96] Property:	Tract 132, Div. 7, Abst. 51, F J Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years		\$ None	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1954 thru 1958, 1963		\$19.06	
Due to for the years			
Total Due		\$19.06	

[97] Property:	Tract 136, Div. 7, Abst. 51, F. J. Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years 1956 thru 1964		\$119.63	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1956 thru 1964		120.90	
Due to for the years			
Total Due		\$240.53	

[98] Property:	Tract 145, Div. 7, Abst. 51, F J Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years 1955 thru 1957, 1959 thru 1964		\$ 8.86	
Due to the City of _____ for the years		None	
Due to <u>Brazosport</u> Independent School District for the years 1955 thru 1958, 1960 thru 1964		30.69	
Due to for the years			
Total Due		\$ 39.55	

Salt No. 45,105

[99] Property:	Tract 159, Div. 7, Abst. 51. F J Calvit, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years	1932 thru 1935, 1937 thru 1952, 1958 thru 1964	\$ 41.32	
Due to the City of _____ for the years		None	
Due to <u>Brasosport</u> Independent School District for the years	1949 thru 1964	47.92	
Due to _____ for the years			
Total Due		\$ 89.24	

[101] Property:	Tract 174, Div. 7, Abst. 383. J A Wharton, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years	1944, 1949, 1958 thru 1964	\$ 8.88	
Due to the City of _____ for the years		None	
Due to <u>Brasosport</u> Independent School District for the years	1959 thru 1964	20.39	
Due to _____ for the years			
Total Due		\$ 29.77	

[102] Property:	Tract 176, Div. 7, Abst. 383, J A Wharton, 5 acres	Amount	Adjudged Value
Due to The State of Texas for the years		None	
Due to the City of _____ for the years		None	
Due to <u>Brasosport</u> Independent School District for the years	1950 thru 1958, 1963	\$ 28.30	
Due to _____ for the years			
Total Due		\$ 28.30	

[103] Property:	Amount	Adjudged Value
Tract 182, Div. 7, Abst. 383, J A Wharton, 5 acres		
Due to The State of Texas for the years 1943 thru 1964	\$ 24.26	
Due to the City of _____ for the years	None	
Due to <u>Brasosport</u> Independent School District for the years 1943 thru 1964	55.74	
Due to _____ for the years		
Total Due	\$ 80.00	

[105] Property:	Amount	Adjudged Value
SE 1/8 Tract 21, Div. 8, Abst. 51, F J Calvit, #625, Vol. 93, pg. 552		
Due to The State of Texas for the years 1964, 1963	\$ 1.50	
Due to the City of _____ for the years	None	
Due to <u>Brasosport</u> Independent School District for the years 1958 thru 1964	10.17	
Due to _____ for the years		
Total Due	\$ 11.67	

[106] Property:	Amount	Adjudged Value
Tract 36, Div. 8, Abst. 51, F J Calvit, 5 acres		
Due to The State of Texas for the years 1948 thru 1964	\$ 18.37	
Due to the City of _____ for the years	None	
Due to <u>Brasosport</u> Independent School District for the years 1948 thru 1964	50.15	
Due to _____ for the years		
Total Due	\$ 68.52	

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All of the foregoing property being located in the Townsite of Surfside and Brazoria County, Texas, and all of the Volume and page records being to the Deed Records of Brazoria County, Texas, to which reference is made for more complete description of each respective described item of property.

Abstractor's Costs: \$150.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT Plaintiff and Impleaded Defendant taxing units do have and recover judgement for all sums set out in the foregoing Schedule, together with all costs of suit and sale now or hereafter incurred, including abstract costs incurred in securing data and information as to the name, identity and location of necessary parties and the necessary legal description of the above described property, as such abstract costs are more particularly set out in Plaintiff's petition on file herein, in the total amount of \$150.00. In the event one or more of the Defendants shall pay off and discharge all of the amounts herein adjudged to be due against one or more tracts, prior to the holding of the foreclosure sale hereinafter decreed, such Defendant shall be liable only for the pro rata part of the accrued costs of suit properly chargeable to such tract or tracts; but the proceeds of any foreclosure sale in this cause shall be applied first to the payment of all accrued costs of suit and sale, and any residue shall be distributed pro rata to Plaintiff and Impleaded Defendant Taxing Units as provided by law.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a lien exists against each of said lots, tracts, or parcels of land, for the amount of the taxes, interest, penalties and costs herein adjudged to be due on each particular lot, tract, or parcel of land, which lien is prior and superior to all claims, right, title, interest, or liens asserted by any of the parties defendant herein and that Plaintiff and the impleaded defendant taxing units have foreclosure of their liens on each of said lots, tracts, or parcels of land as against all the defendants herein or any person claiming under the said defendants by any right acquired pending this suit; that an Order of Sale be issued by the Clerk directed to the Sheriff or any Constable of said County, commanding such officer to seize, levy upon and advertise the sale of each of said tracts of land, and sell the same to the highest bidder for cash, as under Execution, provided that none of said property shall be sold to any party other than a taxing unit which is a party to the suit, for less than the amount of the adjudged value of the property or the aggregate amount of the judgment against the property in said suit, whichever is lower; the said adjudged value, or reasonable fair value, of the property as set by this Court, is as shown on foregoing Schedule, and if no amount is shown on Schedule in space provided therefor, the Court did not fix such adjudged value, but if the Defendant in person or by Attorney shall at any time before the sale file with the Sheriff, or other officer in whose hands this Order of Sale shall be placed, a written request that the property described therein shall be divided and sold in less tracts than the whole, together with a description of said subdivisions, then such officer shall sell the land in such subdivisions as the Defendant may request, and in such case shall only sell as many subdivisions as necessary to satisfy this judgment, interest and costs, the net proceeds of any sale of such property made hereunder to any party other than a taxing unit who is a party to this suit to be applied to satisfy the judgments and liens foreclosed herein, but any excess in the proceeds of sale over and above the amount necessary to pay the taxes due, defray the costs of suit and sale and other expenses chargeable against said property, shall be paid to the parties legally entitled to such excess; that the owner of such property, or anyone having an interest therein, or their heirs, assigns or legal representative, may redeem such property in the time and manner prescribed by law; that the officer executing the Order of Sale shall make proper conveyance to the purchaser or purchasers of said land, as prescribed by law, subject to such right of redemption; and that if before the expiration of the period of redemption fixed by law no person who is entitled to redeem the said property has exercised the right of redemption then a writ of possession shall be issued to the purchaser at foreclosure sale or his assigns by the Clerk of this Court within twenty (20) days after the period of redemption shall have expired, ordering the sheriff or proper officers to place the purchaser or purchasers, or their heirs, executors, assigns or administrators in possession of the property so purchased in accordance with the laws of the State of Texas.

Kenneth Bing, attorney appointed to act as attorney and guardian ad litem for defendants cited by publication, is hereby allowed the sum of one hundred and fifty dollars (\$150.00) as attorney's fee, such sum to be taxes as court costs hereon.

All relief prayed for in any of the pleadings in this cause which is not specifically granted by this judgment is hereby denied.

APPROVED, ORDERED FILED AND RECORDED:

Presiding Judge

7615

THE STATE OF TEXAS ()
COUNTY OF BRAZORIA () KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, we SAM E. DUNHAM (sometimes known as S. E. Dunham, Jr.) individually, and as independent executor of the estate of Virginia Illig Dunham, deceased, CARTER BYRON CHRISTIE (not joined by my wife herein because the hereinafter described realty is my separate property received as a gift from my father, H. Marilyn Christie, nor is it nor has it ever been any part of our homestead, never having been claimed, intended, occupied or used as such), KAY CHRISTIE, a feme sole, CRAIG HART CHRISTIE (a minor twenty years of age, competent to act in my behalf having had my disabilities removed), DR. CARL M. CARROLL, JR. (sometimes known as Dr. Carl Carroll, not joined by my wife herein because the hereinafter described realty is not now and never has been the separate property of my wife nor is it nor has it ever been any part of our homestead, never having been claimed, intended, occupied or used as such), and FRED H. RAHER, SR. (not joined herein by my wife, because the hereinafter described realty is not now and never has been the separate property of my wife nor is it nor has it ever been any part of our homestead, never having been claimed, intended, occupied or used as such) have and hold in common all that certain

Tract No. 21, in subdivision 8 of the F. J. Calvit League, Abstract No. 31; said Tract No. 21 being 5 acres of land, more or less, situated in the County of Brazoria and State of Texas,

and are desirous of making partition of the same by this instrument to be executed in duplicate originals;

NOW, THEREFORE, in consideration of the premises and to effect such partition, it is hereby covenanted, granted, concluded

and agreed by and between said parties, and each of them covenants, grants, concludes and agrees, for himself, themselves, his and their heirs and assigns, that a partition of said lands be made as follows, viz:

FIRST: The said SAM E. DUNHAM, CARTER BYRON CHRISTIE, KAY CHRISTIE, and CRAIG HART CHRISTIE shall from henceforth have, hold, possess and enjoy, in severalty as tenants in common (holding in these shares: 1/2 undivided interest to Sam E. Dunham and the remaining 1/2 undivided interest to Carter Byron Christie, Kay Christie, and Craig Hart Christie), by themselves and to them and their heirs and assigns, for their part, share and proportion of the said lands and premises, free from any and all claims of the other parties hereto, all that tract of land described as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears S 45° 36' E. 20.00 feet from the original North corner of said Tract 21;

THENCE S 45° 36' E along the division line of Tracts 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the Bank of the Intracoastal Canal;

THENCE S 42° 40' W 65.96 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE N 45° 36' W, at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 65.93 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.002 acres of land more or less;

and the other parties hereto do grant, release and confirm unto the said SAM E. DUNHAM, CARTER BYRON CHRISTIE, KAY CHRISTIE, and CRAIG HART CHRISTIE the premises above described; to have and to hold in severalty, as tenants in common, the abovedescribed premises, with all and singular the hereditaments and appurtenances thereunto

DEED
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belonging, unto the said SAM E. BUNHAM, CARTER BYRON CHRISTIE, KAY CHRISTIE, and CRAIG HART CHRISTIE, their heirs and assigns forever.

SECOND: The said DR. CARL M. CARROLL, JR. shall from henceforth, have, hold, possess and enjoy, in severalty, by himself and to him and his heirs and assigns, for his part, share and proportion of the said lands and premises, free from any and all claims of the other parties hereto, all that tract of land described as follows:

BEGINNING at an iron rod which bears S 45° 36' E 20.00 feet and S 44° 24' W 65.93 feet from the original North corner of Tract 21, Brasos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE S 45° 36' E, at 650.00 feet pass an iron rod, a total distance of 663.00 feet to the Bank of the Intracoastal Canal;

THENCE S 50° 30' W 132.60 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE N 45° 36' W, at 9.00 feet pass an iron rod, a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land more or less;

and the other parties hereto do grant, release and confirm unto the said DR. CARL M. CARROLL, JR. the premises above described; to have and to hold in severalty the abovescribed premises, with all and singular the hereditaments and appurtenances thereunto belonging, unto the said DR. CARL M. CARROLL, JR., his heirs and assigns forever.

THIRD: The said FRED H. RAMER, SR. shall from henceforth, have, hold, possess and enjoy, in severalty, by himself and to him and his heirs and assigns, for his part, share and proportion of the

said lands and premises, free from any and all claims of the other parties hereto, all that tract of land described as follows:

BEGINNING at an iron rod which bears S 45° 36' E 20.00 feet and S 44° 24' W 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE S 45° 36' E, at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the Bank of the Intracoastal Canal;

THENCE S 48° 44' W 66.11 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE N 45° 36' W along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the South-east right-of-way line of County Road No. 736;

THENCE N 44° 24' E 65.92 feet along the said South-east right-of-way line to the place of beginning.

The above described tract contains 0.986 acres of land more or less;

and the other parties hereto do grant, release and confirm unto the said FRED H. RAMER, SR. the premises above described; to have and to hold in severalty the abovedescribed premises, with all and singular the hereditaments, and appurtenances thereunto belonging, unto the said FRED H. RAMER, SR., his heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands this the

31st day of May, 1966, [Signature]
7th day of June, 1966, [Signature]
6th day of June, 1966, [Signature]
51st day of May, 1966, [Signature]
6 day of June, 1966, [Signature]
6th day of June, 1966, [Signature]

Test of Virginia: I, _____
Deceased

INDEXED
1032 110

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared SAM E. DUNHAM, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, individually and as independent executor of the estate of Virginia Illig Dunham, deceased, for the purposes and consideration therein expressed and in the capacity therein set



DO NOTARY PUBLIC MY HAND AND SEAL OF OFFICE this 31st day of
1966.

Ruth Landers
NOTARY PUBLIC in and for
Harris County, Texas.

STATE OF TEXAS

COUNTY OF Texas

BEFORE ME, the undersigned authority, on this day personally appeared WALTER BYRON CHRISTIE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



DO NOTARY PUBLIC MY HAND AND SEAL OF OFFICE this 7th day of
1966.

Barbara Lee Williams
NOTARY PUBLIC in and for
Texas County, Texas.

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared KAY CHRISTIE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



DO NOTARY PUBLIC MY HAND AND SEAL OF OFFICE this 6th day of
1966.

Minnie Dorian
NOTARY PUBLIC in and for
Harris County, Texas.

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared CRAIG HART CHRISTIE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1966.

Daniel H. Ward
NOTARY PUBLIC in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared DR. CARL M. CARROLL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of June, 1966.

HERMAN M. WASHINGTON
Notary Public, in and for Harris County, Texas

Herman M. Washington
NOTARY PUBLIC in and for
Harris County, Texas.

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared FRED E. RANKER, SR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of June, 1966.

HERMAN M. WASHINGTON
Notary Public, in and for Harris County, Texas

Herman M. Washington
NOTARY PUBLIC in and for
Harris County, Texas.

THE STATE OF TEXAS) Filed for Record on 12th day of June, 1966, at Harris County, Texas.
COUNTY OF HARRIS) Clerk County Court, Harris Co., Texas. By [Signature]

BEFORE ME, the undersigned authority, on this day personally appeared Sam E. Dunham, Trustee of Testamentary Trust of Virginia Illig Dunham, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of June, 1969.

[Signature]
Notary Public in and for
Harris County, Texas.

11328

DEED
Vol. 1038 PAGE 734THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That we, Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christie, of Travis County, Texas, Kay Christie, of Harris County, Texas, acting herein by and through her duly appointed attorney in fact, Craig H. Christie, under that certain power of attorney dated the 24th day of June, 1969, and Craig H. Christie, of Harris County, Texas, called the GRANTORS, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to us in hand paid by Gulfco Marine Maintenance, Inc., a corporation, called the GRANTEE, the receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE herein, all that certain lot, tract or parcel of land lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision #8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;


THENCE North 45 deg. 36 min. West at 11.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right of way line to the place of beginning, and containing 1.002 acres of land, more or less.



THIS PROPERTY IS CONVEYED SUBJECT to all outstanding mineral and royalty conveyances against said property; and subject also to the rights of way appearing in Volume 319, at page 38, Volume 319, at page 40, Volume 319, at page 48, Volume 320, at page 341, Volume 798, at page 679, and Volume 798, at page 681 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this the 30th day of July, 1969.


Sam E. Dunnam, Individually and as
Trustee for the Virginia Ellig Dunnam
Estate Trust

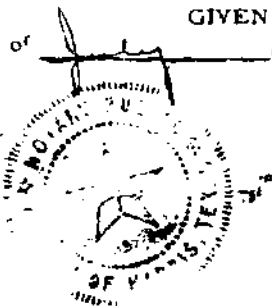

Carter Byron Christie

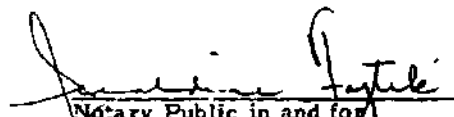
Kay Christie
By: 
Craig H. Christie, Attorney in Fact

Craig H. Christie

THE STATE OF TEXAS)
COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this day personally appeared Sam E. Dunnam, Individually and as Trustee for the Virginia Ellig Dunnam Estate Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of July, 1969.




Notary Public in and for
Harris County, Texas

1-4 DEED

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THE STATE OF TEXAS)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Carter Byron Christie, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of July, 1969.

Winnie M. Adams
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Craig H. Christie, in his individual capacity and as attorney in fact for Kay Christie, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of July, 1969.

Winnie M. Adams
Notary Public in and for
Harris County, Texas

FILED FOR RECORD
AT 4:50 O'CLOCK P.M.

AUG 1 1969

H. R. STEVENS, JR.
CLERK OF DISTRICT COURT, HARRIS COUNTY, TEXAS
BY *[Signature]* DEPUTY

13081

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That we, Carl M. Carroll, Jr. and Fred H. Ramer, Sr., of Harris County, Texas, called the GRANTORS, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to us in hand paid by Billy G. Sandlin and Bobby L. Tanner, of Brazoria County, Texas, called the GRANTEEES, the receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEEES herein, all that certain tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Parts of Lot or Tract 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the A. Calvit League, Abstract 51, Brazoria County, Texas, described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F.J. Calvit League, Abstract 51, Brazoria County, Texas.

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal to a point for corner;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right of way line of County Road No. 755;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right of way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

D E E D
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SECOND TRACT: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 41 deg. 24 min. West 55.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvitt League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 122.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right of way line to the place of beginning.

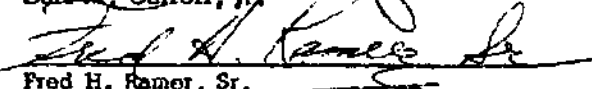
The above described tract contains 1.986 acres of land, more or less.

THIS PROPERTY IS CONVEYED SUBJECT to the valid existing mineral and royalty reservations and easements of record in the office of the County Clerk of Brazoria County, Texas, affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS, this 2nd day of July, 1969.


Carl M. Carroll, Jr.


Fred H. Ramer, Sr.

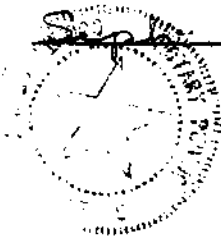
THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared
 Carl M. Carroll, Jr., known to me to be the person whose name is subscribed to the
 foregoing instrument, and acknowledged to me that he executed the same for the
 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of

September, 1969.



W. Loving
 Notary Public in and for

Brazoria County, Texas.

W. LOVING

Notary Public in and for Brazoria County, Tex.

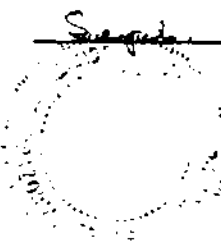
THE STATE OF TEXAS)

COUNTY OF Brazoria)

BEFORE ME, the undersigned authority, on this day personally appeared
 Fred H. Ramer, Sr., known to me to be the person whose name is subscribed to the
 foregoing instrument, and acknowledged to me that he executed the same for the
 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of

September, 1969.



W. Loving
 Notary Public in and for

Brazoria County, Texas.

W. LOVING

Notary Public in and for Brazoria County, Tex.

FILED FOR RECORD
 AT 5:55 O'CLOCK

SEP 5 1969

H. R. STEVENS, JR.
 CLERK COUNTY COURT, BRAZORIA CO., TEXAS
 BY [Signature] DEPUTY

— SEP 5 1969 No 65961 69-5-478

13082

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That we, Billy G. Sandlin and Bobby L. Tanner, of Brazoria County, Texas, called the GRANTORS, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to us in hand paid by Gulfco Marine Maintenance, Incorporated, a corporation, called the GRANTEE, the receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE herein, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Parts of Lot or Tract 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the A. Calvit League, Abstract 51, Brazoria County, Texas, described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 35 min. East 20.00 feet and South 44 deg. 24 min. West 137.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right of way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the South-east right of way line of County Road No. 755;

THENCE North 44 deg. 24 min. East 131.85 feet along said South-east right of way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

THIS PROPERTY IS CONVEYED SUBJECT to the valid existing mineral and royalty reservations and easements of record in the office of the County Clerk of Brazoria County, Texas, affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this the 2 day of July, 1969.

Billy G. Sandlin
Billy G. Sandlin

Bobby L. Tamm
Bobby L. Tamm

DEED
VOL 1041 PAGE 692

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared
Billy G. Sandlin, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31 day of

July, 1969.

W. Loving
Notary Public in and for
Brazoria County, Texas.

W. LOVING
Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared
Bobby L. Tanner, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of

August, 1969.

W. Loving
Notary Public in and for
Brazoria County, Texas.

W. LOVING
Notary Public in and for Brazoria County, Texas.

FILED FOR RECORD
AT 5:55 O'CLOCK

SEP 5 1969

H. S. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS

13083

THE STATE OF TEXAS

DEED OF TRUST

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

That we (I) GULFCO MARINE MAINTENANCE, INCORPORATED

of Brazoria

County, Texas, hereinafter called Grantors (whether one or more) for the purposes of

securing the indebtedness hereinafter described, and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **FRED A. PALMER, JR.**

Trustee, of

Brazoria

County, Texas, and his substitutes or successors, all

of the following described real property situated in

Brazoria

County, Texas, and described as follows, to-wit:

BEGINNING at an iron rod which bears S 45° 36' E 20.00 feet and S 44° 24' W 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F.J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE S 45° 36' E, at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the Bank of the Intracoastal Canal;

THENCE S 48° 44' W 66.11 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE N 45° 36' W along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 65.32 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acres of land more or less;

BEGINNING at an iron rod which bears S 45° 36' E 20.00 feet and S 44° 24' W 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F.J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE S 45° 36' E, at 650.00 feet pass an iron rod, a total distance of 663.00 feet to the Bank of the Intracoastal Canal;

THENCE S 50° 30' W 132.60 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE N 45° 36' W, at 9.00 feet pass an iron rod, a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land more or less.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging

unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns, to WARRANT AND FOREVER DEFEND the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claims and claims of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made IN TRUST to secure the payment of one promissory note of even date herewith, and described

as follows to-wit:

One certain promissory note of even date herewith in the principal sum of Ten Thousand and No/100 (\$10,000.00) Dollars, made by GULFCO MARINE MAINTENANCE, INCORPORATED payable unto FIRST STATE BANK, CLUTE, TEXAS, principal and interest payable quarter-annually.

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released and discharged by the legal owner and holder thereof, hereinafter called Beneficiary.

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce such debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure or keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting said property when necessary to protect the lien hereby secured shall bear interest from the dates of such payments at ten (10%) per cent per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated provided where said real property is situated in more than one county, then notice as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding the Grantors, their heirs and assigns, and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a five (5%) per cent commission to himself, which commission shall be due and owing in addition to the attorney's fees provided for in said note, and then to the Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on said note rendering the balance of the sales price, if any, to the Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of the said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust Lien. It is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust Lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which said property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute Trustee, or a successor Trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor Trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor Trustee shall succeed to all of the rights and powers of the original Trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's, or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all the rights, liens and remedies of the holders of the indebtedness so paid.

DEED OF TRUST

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It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of the Beneficiary, immediately become due and payable, and the Acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrances, mortgage or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of ten (10%) per cent per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation, the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

The Grantors agree, at the request of the Beneficiary, to make advance payments to cover taxes and assessments levied and to be levied against said property, and insurance premiums on policies pledged to secure said indebtedness, which payments shall be due on each interest paying date, and shall be in amounts sufficient to cover taxes, assessments, and premiums which accrue during the period for which interest is then payable. If the total amount of such payments on hand at any time exceeds the amount then actually required to be paid to cover taxes, assessments and premiums, such excess shall, at option of Beneficiary, be refunded to Grantors or be credited on said note or subsequent payments of similar nature to be made by Grantors. If, however, the payments so made by Grantors shall not be sufficient to pay taxes before the same become delinquent or to pay assessments or insurance premiums before same become due, the Grantors agree to pay the deficiency upon demand, in default of which the entire indebtedness may be declared due and payable.

It is specially agreed that this Deed of Trust also secures Beneficiary in the payment of any and all indebtedness hereafter to become owing by Grantors to Beneficiary, which future indebtedness it is agreed shall bear interest from date of accrual at the same rates as that provided in the hereinbefore described and secured note and shall be payable to Beneficiary at the same place at which said note is payable and shall be deemed a part of the indebtedness secured by this Deed of Trust and recoverable as such in all respects.

NOTICE TO CREDITORS

EXECUTED this

2

day of

July

A. D. 1968.

GULFCO MARINE MAINTENANCE,
INCORPORATED

ATTEST:

By: Billy G. Sandlin
BILLY G. SANDLIN, Its president

DORRIS E. JAMES
DORRIS E. JAMES, Secretary

DEED OF TRUST
[VOL 348 PAGE 210]

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____

A. D. 19____

Notary Public in and for

County, Texas

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

and

his wife,

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for

the purpose and consideration therein expressed, and the said

wife of said

having been examined by me

privately and apart from her husband, and having the same by me fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____

A. D. 19____

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Notary Public in and for

County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared BILLY G. SANDLIN, President of GULFCO MARINE MAINTENANCE, INCORPORATED, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 2 day of July, A. D. 1969.

FILED FOR RECORD
SEP 5 1969

Jane Hanson
Notary Public in and for Brazoria County, Texas

H. R. STEVENS, JR.
CLERK, COUNTY COMPT. BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTY

049

69-5-473

THE STATE OF TEXAS,
COUNTY OF BRAZORIA 16396

Know All Men By These Presents:

THAT THE UNDERSIGNED Gulftco Marine Maintenance, Inc., a Texas
Corporation acting by and through its duly authorized officers.

of the County of Brazoria, and State of Texas, in consideration of the debt
and trust hereinafter mentioned, ha B... Granted, Bargained, Sold and Conveyed, and by these presents do Grant,
Bargain, Sell and Convey unto D. V. Collins
Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following
described property, situated, lying and being in the County of Brazoria and State
of Texas, to-wit:

Tract 21, Brazos Coast Investment Company
Subdivision No. 8, F. J. Calvit League,
Abstract 51, Brazoria County, Texas, and
Tract 30, Brazos Coast Investment Company,
No. 8, F. J. Calvit League, Abstract 51,
Brazoria County, Texas.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appur-
tenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto
the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the under-
signed hereby bind it self, its ^{successors and assigns} ~~heirs, executors and administrators~~, to warrant and forever
defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or
their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of ONE
promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to
The First Freeport National Bank, or order
at Freeport, Texas as follows: of which the following is a
substantial copy:

LIEN NOTE

\$ 162,000.00

Freeport , Texas
December_____, 1970

FOR VALUE RECEIVED, I, we or either of us, promise to pay to The First Freeport National Bank or order, at Freeport, Brazoria County, Texas the sum of \$ 162,000.00 , with interest thereon from date until maturity at the rate of 8 1/2 % per annum, both principal and interest payable at Freeport, Brazoria County, Texas.

THE INTEREST ON THIS NOTE is payable on or before December_____, 1971 and all past due interest and principal shall bear interest from maturity at the rate of 10% per annum.

THIS NOTE, together with all interest due thereon, is due and payable as follows: To be due on or before December_____, 1971.

The payment of this note is secured by the deed of trust lien granted in the deed of trust of even date herewith from payor to D. V. Collins, Trustee, conveying:

Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and Tract 30, Brazos Coast Investment Company, No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

THE PAYMENT OF THIS NOTE is further secured by a deed of trust of even date herewith.

IF THIS NOTE IS PLACED in the hands of an attorney for collection, or is collected by law or through any proceeding in court, either before or after maturity, then in any of said events, an additional ten per cent on the principal and interest remaining due hereon shall be added and collected as attorney or collection fees.

IT IS AGREED that failure to pay any installment of principal or interest on this note, when due, shall, at the option of the holder hereof, without notice, mature the whole of this note and the holder is authorized to immediately institute proceedings for foreclosure and collection.

THE MAKERS, signers and endorsers of this note severally waive demand, presentment, notice of dishonor, diligence in collection, protest and notice of protest. and agree to all extensions of time and partial payments before or after maturity without prejudice to the holders.

GULFCO MARINE MAINTENANCE, INC.

ATTEST:

Secretary_____
President

PERSONALLY ENDORSED AND GUARANTEED BY: _____

E. G. Sandlin_____
W. L. Sandlin

DEED OF TRUST

Vol. 388 No. 652

with interest thereon from

until paid

at the rate of - - - - - per centum per annum said principal and interest payable

as it accrues at the office of -

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, a reasonable amount shall be added thereto as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed hereunder, is hereby authorized and empowered to sell

the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of -

Brazoria

County, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sell said property, together or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustee on the total of the indebtedness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due hereunder, with interest as agreed; and, Third, shall receive the overplus, if any, unto the undersigned herein, or legal representatives or assigns.

THE UNDERSIGNED FURTHER COVENANT with said Trustee that it will at all times, during the continuance of this trust, keep the buildings and improvements now on, or hereafter to be erected on, said premises, insured against loss by fire and tornado to the amount of \$ - - - - - or to the extent insurance can be obtained thereon, in companies acceptable to and with loss payable to said Trustee, or his successors, for the benefit of the payee or the legal holder and owner of said note, and deliver the policies to said Trustee, or his successors, and to pay, before the same shall become delinquent, all taxes and assessments that may be levied or assessed against said premises or any part thereof. And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the rate of 6 per cent. per annum from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

IT IS FURTHER AGREED that, in the event of a foreclosure under the power granted hereby, the owner in possession of said property, or any one claiming under him and in possession as tenant or otherwise, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and procure a writ of possession thereunder.

IT IS FURTHER AGREED that in the case of the death, resignation, removal or absence of said Trustee from the County of Brazoria, Texas, or his refusal or failure or inability to act, then the holder of said note, or any part thereof, shall be and he is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee herein named.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

WITNESS our hand this 15th day of December, A.D. 1970
ATTEST: GULFCO MARINE MAINTENANCE, INC.
By: B. E. Janner Secretary By: B. E. Sandlin President

THE STATE OF TEXAS,

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared B. E. Sandlin President of
GulfcO Marine Maintenance, Inc., a Texas Corporation

known to me to be the person and officer is subscribed to the foregoing instrument, and acknowledges to me that
he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 15th day of December, A.D. 19 70
Madalynne Kiechuck
Notary Public, Brazoria County, Texas
My Commission Expires June 2, 19 71

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared _____
_____ wife of _____
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and
apart from her husband, and having the same fully explained to her, she the said _____
acknowledged such instrument to be her act and deed, and
she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish
to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19 _____

(L.S.)

Notary Public, _____ County, Texas
My Commission Expires June _____, 19 _____

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared _____
_____ and _____
his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that
they each executed the same for the purposes and consideration therein expressed, and the said _____
_____ wife of the said _____ having been
examined by me privily and apart from her husband, and having the same fully explained to her, she the said _____
acknowledged such instrument to be her act and deed, and
she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish
to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19 _____

(L.S.)

WILLIAM S. GLOCK
Notary Public, _____ County, Texas
My Commission Expires June _____, 19 _____

DEC 17 1970

NOTARY PUBLIC
WILLIAM S. GLOCK
(L.S.)

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THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

368 849

RELEASE OF LIEN

IN CONSIDERATION of the payment of the indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

The Deed of Trust from Gulfco Marine Maintenance, Inc. to Fred A. Palmer, Trustee, dated 7/2/69, recorded in Vol. 348, page 207 of the Deed of Trust Records of Brazoria County, Texas, conveying:

BEGINNING at an iron rod which bears S 45° 30' E 20.00 feet and S 44° 24' W 107.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F.J. Calva League, Abstract 61, Brazoria County, Texas;

THENCE S 45° 30' E, at 640.00 feet pass an iron rod, a total distance of 640.00 feet to the Bank of the Intracoastal Canal;

THENCE S 45° 44' W 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE N 40° 30' W along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 66.62 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 6.885 acres of land more or less.

BEGINNING at an iron rod which bears S 45° 30' E 20.00 feet and S 44° 24' W 107.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F.J. Calva League, Abstract 61, Brazoria County, Texas;

THENCE S 45° 30' E, at 650.00 feet pass an iron rod, a total distance of 650.00 feet to the Bank of the Intracoastal Canal;

THENCE S 50° 30' W 132.00 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE N 45° 30' W, at 6.00 feet pass an iron rod, a total distance of 848.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 111.35 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land more or less.

DEED OF TRUST
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EXECUTED THIS ... DAY OF December 19 70.

ATTEST:

FIRST STATE BANK OF CLUTE

[Signature]
Secretary

by [Signature]
President

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally
appeared _____ President of the First State
Bank of Clute, Texas
known to me to be the person and officer whose name is
subscribed to the foregoing instrument and acknowledged to me that
he executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of
December 19 70.

[Signature]
Notary Public in and for
Brazoria County, Texas
Filed for Record at 8:08 o'clock A.M.
Dec 22 19 70 H. H. Stevens, Jr.,
Clerk County Court, Brazoria County,
Texas By [Signature] Deputy

DEED OF TRUST

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6264

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between
Gulfco Marine Maintenance, Inc.

of Brazoria County, Texas, hereinafter called GRANTOR
(whether one or more) and D. V. Collins

of Brazoria County, Texas, hereinafter called TRUSTEE,
and The First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER,
to-wit:

1. GRANTOR, for the purpose of securing the indebtedness
hereinafter described, and the further consideration of \$10.00
to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowl-
edged, and the further consideration, uses, purposes and trusts
herein set forth, have SOLD, GRANTED AND CONVEYED, and by these
presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his sub-
stitutes, successors and their assigns, the following described
real property, to-wit:

Tracts Twenty one (21), Twenty two (22), Thirty (30),
and Fifty Six (56), Brazos Coast Investment Company
Subdivision No. 8, F. J. Calvit League, Abstract 51,
Brazoria County, Texas

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

3. In Trust, however, to secure the full payment of the following indebtedness:

Note payable fifteen (15) years from date of Note in installments, including principal and interest, each in the amount of \$2,316.00, payable monthly, beginning two (2) months from date of Note and until ten (10) years from date of Note; and installments of \$1,773.00 including principal and interest, payable monthly thereafter, and the balance of principal and interest payable fifteen (15) years from date of Note; with the further provision that each said installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, if any, to principal.

4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.

5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:

(a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

(b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$ _____ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as

provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.

(d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.

(e) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

(f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.

(g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.

(h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.

(i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

(j) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

DEED OF TRUST

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Page 6, Deed of Trust

14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.

15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to HOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, surety, guarantor or otherwise.

18. This Deed of Trust renews and extends and does extinguish the indebtedness and liens set forth in the deed of trust between the same parties hereto dated December 15, 1970, to the extent of \$162,000.00, and recorded in Volume 368, on page 650 Deed of Trust Records of Brazoria County, Texas, reference to which is here made for all purposes.

EXECUTED THIS 22nd day of April, 1971.

ATTEST:

GULFCO MARINE MAINTENANCE, INC.

By B. P. Janner
Secretary

No Seal

By Billy George Sandlin
Billy George Sandlin, President

DEED OF TRUST

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THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally
appeared Billy George Sandlin, President of Gulfco Marine
Maintenance, Inc.
known to me to be the person and officer whose
name is subscribed to the foregoing instrument and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day
of April, 1971.

Shirley Burwell
Notary Public in and for
Brazoria County, Texas

SHIRLEY BURWELL
NOTARY PUBLIC
BRAZORIA COUNTY, TEXAS

FILED FOR RECORD
AT 8:37 O'CLOCK P. M.

APR 27 1971

H. B. STEVENS, JR.
CLERK COUNTY COURT - BRAZORIA COUNTY TEXAS
BY [Signature] DEPUTY

GENERAL WARRANTY DEED

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT Gulfco, Inc., a Texas corporation (formerly known as Gulfco Marine Maintenance, Inc., but whose corporate name was changed to Gulfco, Inc. by amendment to its Articles of Incorporation duly filed with the Secretary of State of the State of Texas on the 8th day of January, 1973, under Charter No. 259771), with offices at Freeport, Texas, hereinafter called GRANTOR, acting by and through its officers duly authorized, for the consideration hereinafter set out has GRANTED, SOLD, AND CONVEYED, and by these presents, hereby does GRANT, SELL, AND CONVEY unto Chromalloy American Corporation, a Delaware corporation, hereinafter called GRANTEE, all those certain lots, tracts, or parcels of land, together with all improvements thereon, situated in Brazoria County, Texas, and described as follows:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christie et al, by deed dated July 30, 1969, of record in Volume 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract

D E E D
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51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

(c) Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

(d) Tract No. 27, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to GRANTOR herein from Roy F. Belanger et ux by deed dated February 14, 1975, and filed of record in the office of the County Clerk of Brazoria County, Texas, February 17, 1975, under clerk's file No. 2957, Volume 1236, Page 177, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

(e) Part of Tract No. 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco, Inc. from J. O. Angle by deed dated the 14th day of February, 1975, of record in Volume 1235, Page 859, Deed Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes; said property being more particularly described as follows:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24 out of the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit, Jr., Survey, Abstract No. 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE North 44 deg. 24 min. East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE South 45 deg. 36 min. East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;

THENCE North 45 deg. 36 min. West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning.

(f) Tract No. 30, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the same property conveyed to Gulfco Marine Maintenance, Inc. from John M. Gresham by deed dated February 28, 1970, of record in Volume 1059, Page 724, Deed Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes.

(g) Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of record

in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

This conveyance is made and accepted subject to all of the following that are valid, existing, and properly of public record in the office of the County Clerk of Brazoria County, Texas, as of the date hereof:

(a) All mineral and royalty restrictions and exceptions of whatsoever nature.

(b) All restrictions, covenants, conditions, rights-of-way, intracoastal waterway easements, road easements, spoil disposal easements, pipeline, telephone, telegraph, and any and all other easements of whatsoever nature.

The consideration for this conveyance is as follows:

(a) The sum of TEN DOLLARS (\$10.00) cash and other valuable consideration paid by GRANTEE to GRANTOR, the receipt of which hereby is acknowledged.

(b) The assumption by GRANTEE and its agreement to pay, as and when the same shall become due, according to their face, tenor, and effect (which said assumption and agreement to pay shall be evidenced by GRANTEE'S acceptance of this deed) the unpaid balance of the following:

(1) That certain promissory note in the original principal sum of \$250,000.00, made by Gulfco Marine Maintenance, Inc., payable to the order of The First Freeport National Bank, Freeport, Texas, said note being dated the 23rd day of April, 1971, bearing interest and payable in installments as in said note specified, said note being secured by a Deed of Trust executed by Gulfco Marine Maintenance, Inc. to D. V. Collins, Trustee, also dated April 23, 1971, of record in Volume 375, Page 146, of the Deed of Trust Records of Brazoria County, Texas, to which

reference here is made for all purposes; and further secured by a Deed of Trust from Billy G. Sandlin to D. V. Collins, Trustee, of even date therewith, involving other properties not owned by GRANTOR herein and not conveyed to GRANTEE herein, said Deed of Trust being of record in Volume 375, Page 533, Deed of Trust Records of Brazoria County, Texas, to which reference here is made for all purposes;

(2) That certain promissory note in the original principal sum of \$19,000.00, dated the 31st day of July, 1975, made by Gulfco, Inc., payable to the order of Brazosport Bank of Texas, at Freeport, Texas, said note bearing interest and made payable as therein described, the same being secured by a Deed of Trust from Gulfco, Inc. to D. M. Harsdorff, Trustee, of even date therewith, of record in Volume 481, Page 910, of the Deed of Trust Records of Brazoria County, Texas, to which reference here is made for all purposes; and

(3) That certain promissory note in the original principal sum of \$20,000.00, dated February 14, 1975, made by Gulfco, Inc., and payable to the order of Roy F. Belanger and wife, Jamie Irene Belanger, bearing interest and payable in installments as in said note specified, the same being secured by a Vendor's Lien of even date therewith in that certain deed from Roy F. Belanger et ux to Gulfco, Inc., of even date therewith, of record in Volume 1236, Page 177, of the Deed Records of Brazoria County, Texas, and the same being further secured by a Deed of Trust executed by Gulfco, Inc. to Frank W. Stevens, Trustee, of even date therewith, the same being of record in Volume 468, Page 713, of the Deed of Trust Records of Brazoria County, Texas, to all of which reference here is made for all purposes.

This conveyance also is made and accepted subject to

any right, title, or interest of any character asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide; and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself, and its successors to warrant and forever defend all and singular, the said premises unto the GRANTEE, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the aforesaid liens, deeds of trust, indebtednesses; mineral and royalty reservations and exceptions; restrictions, covenants, conditions, spoil disposal rights, easements, and rights-of-way, and governmental claims.

WITNESS THE EXECUTION HEREOF this the 23rd day of October, 1975.

GULFCO, INC.

By B. E. James
President

ATTEST:

Betty Russell
Secretary

DEED
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THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

BEFORE ME, the undersigned authority, on this day personally appeared B. L. Tanner, President of Gulfco, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24th day of October, 1975.



Linda J. Greer
Notary Public in and for
Brazoria County, Texas
My commission expires: 6/1/77

CERTIFICATE OF RESOLUTION ADOPTED
BY THE BOARD OF DIRECTORS AND THE
SOLE STOCKHOLDER OF GULFCO, INC.

I, Bettye J. Murrell, Secretary of Gulfco, Inc., hereby certify that the following is a true copy of a resolution adopted by the Board of Directors and approved by the sole stockholder of Gulfco, Inc., a Texas corporation, in a consent action taken on the 21st day of October, 1975:

WHEREAS, heretofore the Board of Directors and the sole stockholder of this Corporation (Gulfco, Inc.) have approved an Agreement and Plan of Merger pursuant to which, upon execution and filing of the appropriate documents with the Secretaries of State of the State of Texas and Delaware, this Corporation, a Texas corporation, will be merged into Chromalloy American Corporation, a Delaware corporation; and

WHEREAS, it is the desire of the Board of Directors of this Corporation, pursuant to said Agreement and Plan of Merger, and prior to the effective date of said merger, to execute a deed conveying to said Chromalloy American Corporation all of the real property owned by this Corporation;

NOW, THEREFORE, BE IT RESOLVED, That the President, or the Vice President, and the Secretary or Assistant Secretary of this Corporation be, and they hereby are, authorized to execute and deliver, on behalf of this Corporation, prior to the effective date of said above proposed merger, a general warranty deed (containing such reservations, exceptions, conditions, and restrictions as in the judgment of the President shall be deemed appropriate) conveying to said Chromalloy American Corporation all of the following tracts of land or portions thereof, standing in the name of this Corporation:

Tracts 21, 22, 23, 24, 27, 30,
and 56 of Brazos Coast Investment
Company Subdivision No. 8, F. J.
Calvit League, Abstract 51,
Brazoria County, Texas.

I further certify that the above resolution is in full force and effect as of the date hereof.

WITNESS MY HAND this the 23rd day of October, 1975.


Bettye J. Murrell, Secretary
Gulfco, Inc.

D E E D
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THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

BEFORE ME, the undersigned authority, on this day personally appeared Bettye J. Murrell, Secretary of Gulfco, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24th day of October, 1975.



Linda J. Greer
Notary Public in and for
Brazoria County, Texas
My commission expires: 6/1/77

FILED FOR RECORD
AT 2:12 O'CLOCK P. M.

OCT 29 1975

H. R. STEVENS, JR.
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS
BY  DEPUTY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between Chromalloy American Corporation, a Delaware Corporation, acting by and through its officers duly authorized hereunto,

of County, Texas, hereinafter called GRANTOR, (whether one or more) and Ralph E. David,

of Brazoria County, Texas, hereinafter called TRUSTEE, and First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness herein-after described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

TRACT NO. 1:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

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THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volume 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

TRACT NO. 3:

Tract No. 30, Brazos Coast Investment Company Subdivision No. 8. F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the same property conveyed to Gulfco Marine Maintenance, Inc. from John M. Gresham by deed dated February 28, 1970, of record in Volume 1059, Page 724, Deed Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes.

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TRACT NO. 4:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

The above property is a part of the property described in the deed from Gulfco, Inc. to Chromalloy American Corporation by deed dated October 23, 1975 and recorded in Vol. 1266, Page 290 of the Deed Records of Brazoria County, Texas.

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note of even date herewith in the original principal sum of \$189,049.01, payable to First Freeport National Bank or order in monthly installments of \$2,316.00 each, which includes interest at the rate provided therein and said note containing the usual acceleration of maturity and attorney fee clauses.

4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.

5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:

(a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

(b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.

(d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.

(e) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

(f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.

(g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.

(h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.

(i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

(j) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said

DEED OF TRUST

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above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR AND HOLDER.

15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to HOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, surety, guarantor or otherwise.

18. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.

19. This deed of trust is in renewal and extension and not in extinguishment of the liens and the remaining indebtedness owed on the original \$250,000.00 note to First Freeport National Bank, which the note secured hereby represents, which said original indebtedness and liens are set forth in the deed of trust dated April 23, 1971 and recorded in Vol. 375, Page 146, Deed of Trust Records of Brazoria County, Texas.

EXECUTED this 16 day of March, 1976.

ATTEST:

CHROMALLOY AMERICAN CORPORATION

WBRoberts
Secretary

By PJ Ducey
P. Ducey, Treasurer

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THE STATE OF Missouri
COUNTY OF St. Louis

BEFORE ME, the undersigned authority, on this day personally appeared P. J. Ducey, Treasurer of Chromalloy American Corporation, a Delaware Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of March, 1976.

Smith Lisa
Notary Public in and for St. Louis
County, Missouri

My Commission Expires February 7, 1978

FILED FOR RECORD
AT 1:50 O'CLOCK P. M.

APR 2 1976
H. R. STEVENS, JR.
CLERK COUNTY COURT, JACKSON CO., TEXAS
BY [Signature] DEPUTY

10691

ASSUMPTION DEED

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

THAT CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, St. Louis, Missouri, hereinafter called GRANTOR, acting herein by its officers, duly authorized, for the consideration hereinafter set out, has GRANTED, SOLD, and CONVEYED, and by these presents hereby does GRANT, SELL, and CONVEY unto GULFCO, INC., a Texas corporation with its principal office located in Surfside, Brazoria County, Texas, hereinafter called GRANTEE, all those certain lots, tracts, or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

See Exhibit A attached hereto and made a part hereof.

This conveyance is made and accepted subject to all of the following easements, rights-of-way, mineral and royalty reservations and exceptions:

Road right-of-way as described in instruments of record in Volume 798, Page 685; Volume 798, Page 690; Volume 798, Pages 679 and 681, of the Deed Records of Brazoria County, Texas.

Easements to United States of America as described in instruments of record in Volume 298, Page 5; Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, all of the Deed Records of Brazoria County, Texas.

Utility easements as shown on plat of record in Volume 8, Page 37, of the Deed Records of Brazoria County, Texas.

All mineral interest, the royalties, bonuses, rentals and all other rights as described in instruments between Magnolia Petroleum Co., et al and Frank K. Stevens, dated October 29, 1954, of record in Volume 609, Page 139; from Frank K. Stevens, et al to John M. Gresham, dated Nov. 8, 1967, of record in Volume 985, Page 232; to Mary Ethel Paine, dated Sept. 17, 1950, of record in

Volume 486, Page 472, from J. W. Stone to Mary Ethel Paine, dated March 11, 1957, of record in Volume 681, Page 26; from H. Merlyn Christie to Kay Christie, et al of record in Vol. 859, Page 269; from T. T. Stratton to R. M. Lee, dated March 4, 1936, of record in Volume 276, Page 302, from J. H. Tigner to B. M. Cooley, et al, dated June 11, 1958, of record in Vol. 719, Page 390, of the Deed Records of Brazoria County, Texas, reference to which instruments is here made for all purposes, together with all rights, express or implied, of ingress or egress in and to the property covered by this conveyance arising out of or connected with said interests and conveyances.

The consideration for this conveyance is as follows:

(a) The sum of TEN DOLLARS (\$10.00) cash and other valuable consideration, the receipt of which hereby is acknowledged.

(b) The assumption by GRANTEE, and GRANTEE'S agreement to pay, as and when the same shall become due, according to its face, tenor, and effect (which said assumption and agreement to pay shall be evidenced by GRANTEE'S acceptance of this deed) the unpaid balance of that certain promissory note dated the 16th day of March, 1976, in the original principal sum of ONE HUNDRED EIGHTY-NINE THOUSAND FORTY-NINE AND 01/100 DOLLARS (\$189,049.01) made by Chromalloy American Corporation, payable to the Order of First Freeport National Bank, bearing interest and payable in installments as therein specified, said promissory note being secured by a Deed of Trust of even date therewith to Ralph E. David, Trustee, of record in Volume 501, Page 360, of the Deed of Trust Records of Brazoria County, Texas, to all of which reference here is made for all purposes.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself and its successors to

warrant and forever defend, all and singular, the said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it expressly is agreed that the GRANTOR herein reserves for itself, its successors and assigns, the Vendor's Lien, as well as the Superior Title in and to the above described property, premises, and improvements until the note and indebtedness herein assumed by GRANTEE have been fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute; and additionally to secure the GRANTOR herein in the payment of the note and indebtedness so assumed, the GRANTEE has executed and delivered a Deed of Trust of even date herewith conveying the herein described property to LEN ALLEN, Trustee; but a release of said note and indebtedness and the liens securing the same by the owner and holder thereof shall be sufficient to release the lien hereby retained and said Deed of Trust of even date herewith without the joinder of GRANTOR herein, its successors or assigns.

WITNESS the execution hereof this the 30th day of
March , 1979.

CHROMALLOY AMERICAN CORPORATION

By



Vice President




Assistant Secretary

THE STATE OF MISSOURI I
COUNTY OF ST. LOUIS I

Before me, the undersigned authority, on this day personally appeared A. W. Clubb, Vice President of

Chromalloy American Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 30th day of March, 1979.

Nancy Pyrie

Notary Public in and for
St. Louis County, Missouri
My commission expires:



NANCY PYRIE
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS, MO.
MY COMMISSION EXPIRES 12/31/1982
RENEWED BY MISSOURI SECRETARY OF STATE

All of the following described tract or tracts of land, including all improvements located thereon, situated in Brazoria County, Texas:

TRACT NO. 1:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.92 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 662.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

(RECORDED AS PER ORIGINAL)

(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volumes 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

TRACT NO. 3:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

(RECORDED AS PER ORIGINAL)

FILED FOR RECORD

APR 10 1979

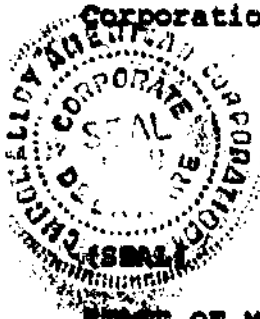
H. R. STEVENS, JR.
CLERK OF COURTS, BRAZORIA COUNTY, TEXAS
BY *[Signature]* DEPUTY

CHROMALLOY AMERICAN CORPORATION

C E R T I F I C A T E

The undersigned, Joseph F. Krupsky, does hereby certify that he is the Assistant Secretary of Chromalloy American Corporation, a Delaware corporation, (hereinafter referred to as the "Corporation"), and he does further certify that at a Regular Meeting of the Board of Directors of the Corporation, duly called and held on March 13, 1979, a quorum being present, and acting throughout, the resolutions attached hereto were adopted and that such resolutions have not been modified.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the seal of Chromalloy American Corporation this 30th day of March, 1979.






Joseph F. Krupsky, Assistant Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Before me, the undersigned authority, on this day personally appeared Joseph F. Krupsky, Assistant Secretary of Chromalloy American Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 30th day of March, 1979.





Notary Public in and for the State of Missouri,
County, Missouri

FRANCY DAVIS
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO.
RECORDED IN BOOK 1451 PAGE 294
JAN 10 1980

DEED
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RESOLVED, that the sale to GULFCO, INC., of the Corporation's Gulfco Shipyard Division ("GSD") for the consideration of approximately \$ 550,000 comprised of cash, a note and assumption of debt, be, and it hereby is approved; and be it further

RESOLVED, that the appropriate officers of the Corporation and W. C. Taylor, III of this Corporation's Natural Resources Division are hereby authorized and directed to sign, execute and deliver all such documents and to do any other things which said officers and W. C. Taylor, III deem necessary and appropriate, in their discretion, to carry out the intents and purposes of these resolutions.

FILED FOR RECORD

AT 8:10 O'CLOCK *[Signature]* M.

APR 10 1979

H. R. STEVENS, JR.
CLERK, COUNTY CLERK, BEXAR CO., TEXAS
BY *[Signature]* DEPUTY

10892

DEED OF TRUST
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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between

GULFCO, INC., a Texas Corporation, acting by and through its
officers duly authorized hereunto to
of Brazoria County, Texas, hereinafter called GRANTOR, (whether
one or more) and RALPH E. DAVID,

of Brazoria County, Texas, hereinafter called TRUSTEE, and

FIRST FREEPORT NATIONAL BANK

of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness herein-
after described, and the further consideration of \$10.00 to GRANTOR
paid by TRUSTEE, receipt of which is hereby acknowledged, and the
further consideration, uses, purposes and trusts herein set forth, have
SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND
CONVEY unto TRUSTEE, and his substitutes, successors and their assigns,
the following described real property, to-wit:

PROPERTY DESCRIBED ON PAGES 1a and 1b herein.

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Page 1a.

TRACT NO. 1:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.70 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

(RECORDED AS PER ORIGINAL)

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Page 1b

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volume 1038, Page 711, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

(RECORDED AS PER ORIGINAL)

DEED OF TRUST

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2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note dated March 30, 1977 in the original principal sum of \$400,000.00 payable to First Freeport National Bank or order in 60 monthly installments of \$6,666.66 each which includes interest monthly as it accrues at the rate of prime plus 1% with a maximum of 14% and a minimum of 10% rate being that established at Texas Commerce National Bank and said note containing the usual acceleration of maturity and attorney fee clauses.

4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.

5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:

(a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

(b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$ _____ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then mature or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.

DEED OF TRUST

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(d) **REPAIRS:** Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.

(e) **TITLE:** Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

(f) **FUTURE LIENS:** Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.

(g) **CONDEMNATION:** Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.

(h) **APPLICATION OF PAYMENTS:** Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.

(i) **PRIOR LIENS:** Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

(j) **COST:** Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

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7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said

DEED OF TRUST
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above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR AND HOLDER.

15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to HOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, suraty, guarantor or otherwise.

18. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.

19. This deed of trust is given to collaterally secure the above mentioned indebtedness and is second and inferior unto the balance due on that certain note in the original principal sum of \$189,049.01 payable to First Freeport National Bank or order and dated March 16, 1976, and recorded in Volume 501, page 360 of the Deed of Trust Records of Brazoria County, Texas. In the event of default of any installment due upon the first lien note, the holder of the second lien note may, at its option, declare the entire balance unpaid upon the second lien note to be immediately due and payable in its entirety.

EXECUTED THIS 30th day of March, 1979.

ATTEST:

GULFCO, INC.

B. L. Tanner
Secretary

BY

B. L. Tanner
B. L. Tanner

DEED OF TRUST
VOL 629 PAGE 799

Page 6, deed of trust

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared B. L. Tanner, President of GULFCO, INC. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th day of

March 1979.

Madalyn Leichenbach
Notary Public in and for Brazoria
County, Texas



FILED FOR RECORD
AT 2:07 O'CLOCK P. M.

APR 10 1979

H. R. STEVENS, JR.
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS
BY Nelson DEPUTY

11395

NOTICE

Prepared by
To select the
insert special
meet all requ.

DEED OF TRUST

VOL: 630 PAGE 453

Lawyers only. Revised 1-1-76
Strike out form provisions or
No "standard form" can

DEED OF TRUST TO SECURE ASSUMPTION

(WHERE BENEFICIARY IS LIABLE ON NOTE ASSUMED)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That Gulfco, Inc., a Texas corporation with offices located at Surfside,
Brazoria County, Texas, acting herein by its officers duly authorized,

~~XXXXXXXXXXXXXXXXXXXX~~ hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto LEN ALLEN Trustee, of Harris County, Texas, and his substitutes or successors, all of the following described property situated in Brazoria County, Texas, to-wit:

All of the following described tract or tracts of land, including all improvements located thereon, situated in Brazoria County, Texas:

TRACT NO. 1:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

DEED OF TRUST
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SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

DEED OF TRUST

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(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfc Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volume 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfc Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

TRACT NO. 3:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfc Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

DEED OF TRUST

VOL **630** PAGE **456**

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging, unto the said Trustee and to his substitutes or successors forever. And Grantors named herein do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

WITNESSETH

DEED OF TRUST

VOL. 630 PAGE 457

This conveyance, however, is made in TRUST for the following purposes:

WHEREAS, Chromalloy American Corporation, a Delaware corporation,
with offices in St. Louis, Missouri,

hereinafter called Beneficiary, by deed of even date herewith conveyed the herein described property to Grantors named herein, who, as part of the consideration therefor assumed and promised to pay, according to the terms thereof, all principal and interest remaining unpaid upon that one certain promissory note in the original principal sum of \$189,049.01

dated March 16, 1976, executed by Chromalloy American Corporation

and payable to order of First Freeport National Bank, Freeport, Texas,

which said note is secured by a Deed of Trust recorded in Volume 501, Page 360

Deed of Trust Records of Brazoria County, Texas, the obligations and covenants of the grantors named in said Deed of Trust were also assumed by Grantors named herein, and in said Deed the superior title and a vendor's lien were expressly reserved and retained by Beneficiary until said indebtedness and obligations so assumed are fully paid and satisfied, and should Grantors do and perform all of the obligations and covenants so assumed and make prompt payment of the indebtedness evidenced by said note so assumed as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, it being agreed that a release of such indebtedness so assumed and of the liens securing the same by the legal owner and holder thereof prior to the advancement and payment thereon by Beneficiary of any sum or sums required to cure any default, shall be sufficient to release the lien created by this instrument as well as said vendor's lien so retained, without the joinder of Beneficiary. Unless, prior to the filing of a release of the indebtedness so assumed and of the liens securing the same in the office of the County Clerk of the County where said real property is situated, Beneficiary shall have filed in the office of the County Clerk of said County a sworn statement duly acknowledged and containing a legal description of the real property hereinbefore described and setting forth any and all sums that Beneficiary may have so advanced and paid, it shall be conclusively presumed that no sum or sums have been advanced and paid thereon by Beneficiary.

Grantors agree that in the event of default in the payment of any installment, principal or interest, of the note so assumed by Grantors, or in the event of default in the payment of said note when due or declared due, or of a breach of any of the obligations or covenants contained in the Deed of Trust securing said note so assumed, Beneficiary may, at his option, advance and pay such sum or sums as may be required to cure any such default, and that any and all such sums so advanced and paid by Beneficiary to cure such default shall be paid by Grantors to Beneficiary at

First Freeport National Bank
in the City of Freeport, Brazoria
County, Texas, within five (5) days after the date of such payment, without notice or demand, which are expressly waived.

Grantors covenant to pay promptly to Beneficiary, without notice or demand, within the time and as provided in the foregoing paragraph, any and all sum that may, under the provisions of the foregoing paragraph, be due Beneficiary.

In the event of a breach of the foregoing covenant, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this Trust, and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown in the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of the county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale the Trustee shall pay, first, all expenses of advertising the sale and making the conveyance, including a commission of 10% to himself and, second, to Beneficiary the full amount of all sums so advanced and paid and that are then owing to Beneficiary under the provisions hereof, rendering the balance of the sales price, if any, to the person or persons legally entitled thereto; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns; said sale and deed to be made subject to the then unpaid part of the indebtedness so assumed by Grantors and the lien or liens securing the same, and it is agreed that such sale shall not in any manner affect any indebtedness which may thereafter become due and owing to Beneficiary under the covenants and provisions of this Deed of Trust, it being agreed that this Deed of Trust and all rights of Beneficiary shall be and remain in full force and effect so long as the obligations and indebtedness so assumed by Grantors or any part thereof remains unsatisfied or unpaid; that a sale by the Trustee or Substitute Trustee hereunder shall not exhaust the right of the Trustee or Substitute Trustee in event of any subsequent default hereunder, and at the request of Beneficiary, to thereafter enforce this trust and make sale of said property as herein provided.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the total sums owed Beneficiary.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the full and final payment and satisfaction of the indebtedness and obligations so assumed by Grantors, and each substitute and successor trustee shall succeed to all of the rights and powers of the original Trustee named herein.

The term "Grantors" used in this instrument shall also include any and all successors in interest of Grantors to all or any part of the herein described and conveyed property as well as any and all purchasers thereof at any sale made hereunder by the Trustee or Substitute Trustee, and the provisions of this Deed of Trust shall be covenants running with the land.

DEED OF TRUST
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If this Deed of Trust is or becomes binding upon one person or upon a corporation, the plural reference to Grantors shall be held to include the singular and all of the agreements and covenants herein undertaken to be performed by and the rights conferred upon Grantors, shall be binding upon and inure to the benefit of not only Grantors respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

It is expressly stipulated that the liability of Grantors to Beneficiary, arising by virtue of the assumption by Grantors of the payment of the note herein described and of the obligations of the Deed of Trust securing said note, as well as the liability to Beneficiary of any and all persons hereafter assuming payment of said note and performance of the obligations of said Deed of Trust, shall in no wise be discharged or released by this instrument or by the exercise by Beneficiary of the rights and remedies herein provided for, it being agreed that this instrument and all rights and remedies herein accorded Beneficiary are cumulative of any and all other rights and remedies existing at law.

Grantors expressly represent that any indebtedness becoming due and payable under and by virtue of the terms and provisions of this Deed of Trust is in part payment of the purchase price of the herein described and conveyed property and that this Deed of Trust is cumulative and in addition to the Vendor's Lien expressly retained in deed of even date herewith executed by Beneficiary to Grantors, and it is expressly agreed that Beneficiary may foreclose under either or both of said liens as Beneficiary may elect, without waiving the other, said deed hereinbefore mentioned, together with its record, being here referred to and made a part of this instrument.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

EXECUTED this 30th day of MARCH, A. D. 19 79.

GULFCO, INC.

By

B. E. Tanner
President

ATTEST:

B. J. Murrell
Secretary

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of

, A. D. 19

Notary Public in and for

County, Texas.

DEED OF TRUST

VOL. 630 PAGE 459

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

DEC 9964 4/16/79 13.00 BT
11395 13.00 TL
13.00 CAT
DEC 9964 014 4/16/79

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

11395

DEED OF TRUST
TO SECURE ASSUMPTION

(Where Beneficiary is Liable on Note Assumed)

TO
LEN ALLEN

TRUSTEE FOR
CHROMALLOY AMERICAN CORPORATION

FILED FOR RECORD
AT 8:00 O'Clock P.M.

APR 16 1979

H. R. STEVENS, JR.
CLERK OF DISTRICT COURT, DISTRICT NO. 1, TEXAS
BY *[Signature]* DEPUTY

PREPARED IN THE LAW OFFICE OF:

~~FIELDS AND FIELDS~~
Box 2170
Freeport, Texas 77541

PLEASE RETURN TO:

Chromalloy American Corporation
120 South Central Avenue
St. Louis, Missouri 63105

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF BRAZORIA }

Before me, the undersigned authority, on this day personally appeared B. L. TANNER
President of Gulfco, Inc.,

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 30th day of MARCH, A. D. 1979.



Notary Public in and for Brazoria County, Texas.

Raymond J. Fields
RAYMOND J. FIELDS
COMMISSION EXPIRES 5/1/79

JR
P. T. J.
120

34221

DEED OF TRUST

THE-STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between Gulfco, Inc., a Texas corporation, acting by and through its officers duly authorized hereunto

of Brazoria County, Texas, hereinafter called GRANTOR, (whether one or more) and Ralph E. David

of Brazoria County, Texas, hereinafter called TRUSTEE, and First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness herein-after described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

See Exhibit "A" on Page 2 for description of property.

DEED OF TRUST

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Page 2, Deed of Trust

Tract No. 1:

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

The above two tracts are a part of the same property described in the deeds of trust dated March 16, 1976 and March 30, 1979, recorded in Vol. 501, Page 360 and Vol. 629, Page 792, Deed of Trust Records of Brazoria County, Texas.

DEED OF TRUST

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Page 3, Deed of Trust

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note of even date herewith in the original principal sum of \$506,000.00, payable to First Freeport National Bank or order in 11 quarterly installments of \$40,000.00 each, which includes interest at the rate provided therein, and one final installment for the entire balance due and owing thereon, and said note containing the usual acceleration of maturity and attorney fee clauses.

4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.

5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:

(a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

(b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$250,000⁰⁰ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than one year with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Grantor's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of securing a vacancy endorsement for the insurance thereon at Grantor's cost.

(d) **REPAIRS:** Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.

(e) **TITLE:** Grantor warrants that said above described property is free from liens and that GRANTOR is lawfully seized of said property.

(f) **FUTURE LIENS:** Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever; except for the Vendor's Lien and Deed of Trust in favor of Gulfco, Inc., described in paragraph numbered 18 hereof.

(g) **CONDEMNATION:** Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.

(h) **APPLICATION OF PAYMENTS:** Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.

(i) **PRIOR LIENS:** Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

DEED OF TRUST.

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Page 5, Deed of Trust

7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

DEED OF TRUST

Vol. 657 Page 168

Page 6, Deed of Trust

13. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR AND HOLDER.

14. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

15. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

16. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.

17. If all or any part of the property described herein or an interest therein is sold or transferred by Grantor without Holder's prior written consent, Holder may, at Holder's option declare all the sums secured by this deed of trust to be immediately due and payable. Holder shall have waived such option to accelerate if, prior to the sale or transfer, Holder and the person to whom the property is to be sold or transferred reach agreement, in writing that the credit of such person is satisfactory to Holder and that the interest payable on the sums secured by this deed of trust shall be at such rate as Holder shall request.

18. This indebtedness is in renewal and extension of the indebtedness and the liens described in the deed of trust dated March 16, 1976 and March 30, 1979 recorded in Vol. 501, Page 360 and in Vol. 629, Page 792, Deed of Trust Records of Brazoria County, Texas.

Of even date herewith a vendor's lien and deed of trust have been fixed upon the above premises to secure that certain promissory note of even date herewith in the original principal sum of \$1,105,760.00 made by Fish Engineering & Construction, Inc., payable to Gulfcoc, Inc., it being expressly provided in said vendor's lien and said deed of trust that the liens therein contained are and shall remain secondary and inferior to the lien in favor of First Freeport National Bank created by this deed of trust.

EXECUTED this 12th day of November, 1979.

ATTEST:

Betty J. Murrell
BETTY J. MURRELL, Secretary

GULFCO, INC.

By B. L. Tanner
B. L. Tanner, President

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared B. L. Tanner, President of Gulfcoc, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

WITNESS MY HAND AND SEAL OF OFFICE, this 12th day of



Madalynne Reichenbach
Notary Public in and for Brazoria
County, Texas

MADALYNE REICHENBACH

SUBJECT PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

RESOLUTIONS

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I


The undersigned President and Secretary of GULFCO, INC., a corporation, duly incorporated and existing under and by virtue of the laws of Texas, and lawfully doing business within the State of Texas, do hereby certify that at a meeting of the Board of Directors of said Corporation lawfully called for the purpose of considering its obtaining a loan from First Freeport National Bank, Freeport, Texas, and other appropriate business, attended by a quorum of said Directors on the 7th day of November, 1979, the following Resolutions were unanimously made and adopted, to-wit:

BE IT RESOLVED: That the proper officers of this Corporation be and they are hereby directed to negotiate with First Freeport National Bank, Freeport, Texas, for a loan to the Corporation in the amount of \$506,000.00, to be secured by a deed of trust upon the company's property being more fully described and set forth in form of the foregoing deed of trust prepared by Davis, Stovall, Newton and Jones and presented to the Directors for their consideration; said note shall bear interest and be repayable as may be required by the lender;

BE IT FURTHER RESOLVED, That all action heretofore taken by the officers in negotiating said loan are ratified and confirmed, and they are further authorized and directed to execute all such notes, deeds of trust, security agreements, loan agreements and papers as may be requested by said lender incident to said loan.

And we further certify that said Resolutions are shown on the records of the Corporation and have not been amended, altered or revoked.

GIVEN UNDER OUR HANDS this the 7th day of November, 1979.


B. L. Tanner, President


Bettye J. Murrell, Secretary

FILED FOR RECORD
AT 8:02 O'CLOCK A.M.

NOV 14 1979

H. R. STEVENS, JR.
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS
BY  DEPUTY

DEED

VOL 1485 PAGE 359

34490

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That GULFCO, INC., a Texas corporation (Grantor) acting herein by and through its duly authorized officers, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration paid, and secured to be paid as hereinafter stated by FISH ENGINEERING & CONSTRUCTION, INC., the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, (Grantee) all of that certain tract of land situated in Brazoria County, Texas described in the attached Schedule "A", together with all improvements thereon.

Of the consideration, the sum of One Million One Hundred Five Thousand, Seven Hundred Sixty and No/100 Dollars (\$1,105,760) is evidenced by, and payable in accordance with the terms and provisions of, one certain Vendor's Lien Note (the "Wrap Around Note") of even date herewith, executed by Grantee and payable to the order of Grantor in stipulated quarterly installments, including interest as recited therein, containing the usual acceleration of maturity and attorney fee collection clauses and reciting that the payment thereof is secured by a Vendor's Lien on the above described property, as hereinafter reserved, and additionally secured by a Deed of Trust Lien on the same property as granted in a Deed of Trust (the "Wrap Around Deed of Trust") of even date with said Wrap Around Note from Grantee to Raymond J. Fields, Trustee, for the benefit of Grantor.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Grantee, its successors

and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the above described and herein conveyed property unto the Grantee, its successors and assigns, against the claims of all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

This conveyance is made by Grantor subject to the matters set forth in Schedule A-1 attached hereto.

The Wrap Around Deed of Trust is second, subordinate and inferior unto that certain Deed of Trust (the "Underlying Lien") of even date herewith covering the above described property in favor of First Freeport National Bank in Freeport, Texas, and securing a promissory note (the "Underlying Note") of Grantor dated of even date herewith in the amount of \$506,000, and payable in quarterly installments of \$40,000 each commencing on February 12, 1980 with the balance of said note being due and payable on or before three (3) years from the date thereof. So long as no default exists in the payment of the Wrap Around Note, Grantor, its successors and assigns, shall be obligated to timely make all payments due on the Underlying Note. Anything herein to the contrary notwithstanding, Grantor agrees that Grantee shall have the right to elect to make timely payment of the Underlying Note direct to the holder thereof, and in the event of such direct payment by Grantee, or its assigns, the Wrap Around Note shall be credited in the amount of any such direct payment made to the holder of the Underlying Note.

IT IS EXPRESSLY agreed and understood that the Vendor's Lien is herein and hereby retained against the above described property to secure the full and final payment of the above described Wrap Around Note, together with all interests and other charges thereon and all renewals or extensions thereof, when and whereupon this Deed shall become absolute.

DEED
VOL 1485 PAGE 361

EXECUTED this 12th day of November, 1979.

GULFCO, INC.

ATTEST:

Bettye M. Murrell
Bettye M. Murrell

By B. L. Tanner
B. L. Tanner

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared BL TANNER, PRESIDENT of GULFCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 12th day of November, 1979.



Madalyn Reichenbach
Notary Public in and for
Brazoria County, Texas

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

Tract No. 1:

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a

point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

Tract No. 3:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

All right, title and interest of Gulfco, Inc. (to the extent such interest is assignable) in and to a certain first right of refusal granted by Chromalloy American Corporation by letter dated March 30, 1979, and covering tracts 23, 24, 25, 26, 27 and 55 in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Calvit League, Abstract 51, Brazoria County, Texas

(RECORDED AS PER ORIGINAL)

DEED

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SCHEDULE A-1 - TITLE EXCEPTIONS

- (1) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.
- (2) Road right-of-way as described in instruments recorded in Volume 798, Page 685, Volume 798 pages 679-681, Deed Records, Brazoria County, Texas.
- (3) Easements to United States of America as described in instruments recorded in Volume 298, Page 5, Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, Deed Records, Brazoria County, Texas.
- (4) Minerals as described in instrument from J. W. Stone to Mary Ethel Paine, dated September 12, 1950, recorded in Volume 486, Page 472; from J. W. Stone to Mary Ethel Paine, dated March 11, 1957, recorded in Volume 681, Page 26; from H. Merlyn Christie to Kay Christie, et al, recorded in Volume 859, Page 269; from T. T. Stratton to R. M. Lee, dated March 4, 1936, recorded in Volume 276, Page 302; from J. H. Tigner to B. M. Cooley, et al, dated June 11, 1958, recorded in Volume 719, Page 390, Deed Records, Brazoria County, Texas, and all rights incident thereto.
- (5) One certain Deed of Trust of even date herewith executed by Gulfco, Inc. to Ralph E. David, Trustee, of record in Volume 657, Page 163 of the Deed of Trust Records of Brazoria County, Texas, to secure payment of one certain promissory note of even date therewith in the original principal sum of \$506,000 executed by Gulfco, Inc. and payable to the order of First Freeport National Bank, said note bearing interest as therein set out and payable in eleven quarterly installments of \$40,000 each (principal and interest) commencing February 12, 1980, and the principal balance of said note, including all accrued interest, being due and payable on or before November 12, 1982.

CERTIFICATE OF CORPORATE RESOLUTION

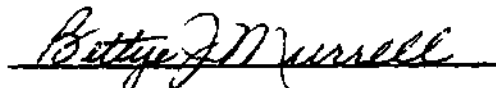
I, Bettye J. Murrell, Secretary of Gulfco, Inc., a Texas corporation, hereby certify that the following is a true and correct copy of resolutions adopted by the sole stockholder of said Corporation on the 7th day of November, 1979:

RESOLVED, That the Corporation sell to Fish Engineering & Construction, Inc., a corporation, for such price and upon such terms and conditions as in the discretionary judgment of the president of the Corporation shall be appropriate, all of the real property and other assets described in Exhibit A attached hereto and made a part hereof.

RESOLVED FURTHER, That the President be, and he hereby is, authorized to execute and deliver on behalf of the Corporation all deeds, notes, deeds of trust, contracts, assignments and any and all other documents of any kind whatsoever which may be necessary or appropriate in the premises.

I further certify that said above resolutions remain in full force and effect and have not been amended or revoked as of the date of this certificate.

Certified to this the 12th day of November, 1979.


Bettye J. Murrell, Secretary
Gulfco, Inc.

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared BETTYE J. MURRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of November, 1979.



Linda J. Greer
Notary Public in and for
Brazoria County, Texas
My commission expires: 09/30/80



EXHIBIT A

Description of property to be conveyed,
transferred, and delivered to Fish
Engineering & Construction, Inc.

1. The following described land including all improvements located thereon: See Exhibit 1 attached.

2. All leasehold interests, furniture, fixtures, equipment, machinery, spare parts, supplies, motor vehicles, apparatus, tools, implements, appliances and other tangible personal property owned by the Corporation and which the President of the Corporation and Fish Engineering & Construction, Inc. mutually agree to be included in such sale, conveyance, and transfer, together with all books, records, documentation, licenses, permits and other property of whatsoever nature as the President and Fish may agree, LESS AND EXCEPT:

- (a) Cash on hand
- (b) Accounts receivable
- (c) Work in progress
- (d) Goodwill
- (e) Corporate name, trade names, etc.
- (f) Miscellaneous items such as insurance claims, various books and records not pertaining directly to the assets to be sold

EXHIBIT 1

Tract No. 1:

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

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S. 50 degrees 30' W. a distance of 132.60 feet,

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point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

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Tract No. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

Tract No. 3:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

FILED FOR RECORD

AT 8:12 O'CLOCK P.M.

NOV 16 1979

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *[Signature]*

34491

DEED OF TRUST
VOL. 657 PAGE 473

DEED OF TRUST

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED OF TRUST, made and entered into by and between FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, acting by and through its duly authorized officers, of Harris County, Texas, hereinafter called GRANTOR (whether one or more) and RAYMOND J. FIELDS, of Brazoria County, Texas, hereinafter called TRUSTEE, and GULFCO, INC., of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

All of that certain real property set forth and described in Schedule A attached hereto and made a part hereof.

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever, subject to the matters set forth in Schedule A-1 attached hereto.

3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note (the "Wrap Around Note") dated November 12, 1979, in the original sum of \$1,105,760.00, payable to GulfcO, Inc. or order in eleven (11) quarterly installments of \$50,000.00 each (which includes principal and interest) with the remaining principal and accrued interest thereon being due and payable on or before three (3) years from the date of said note, and said note containing the usual acceleration of maturity and attorney fee clauses.

4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.

5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:

(a) PAYMENTS: GRANTOR will pay the principal and interest of the above described note in accordance with the terms thereof.

DEED OF TRUST
VOL 657 PAGE 474

(b) **INSURANCE AND TAXES:** GRANTOR will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$250,000 in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER (the amount of insurance coverage and the insurer which are acceptable to the holder of the underlying lien are acceptable to the HOLDER hereunder), all policies and renewals thereof to be written for not less than one year with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at GRANTOR'S option apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

GRANTOR will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the HOLDER of the debt secured hereby, and entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) **OCCUPANCY:** GRANTOR will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than thirty (30) days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.

(d) **REPAIRS:** GRANTOR will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.

(e) **TITLE:** GRANTOR warrants that said above described property is free from liens, except as set forth in the attached Schedule A-1, and that GRANTOR is lawfully seized of said property.

(f) **FUTURE LIENS:** GRANTOR agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.

(g) **CONDEMNATION:** GRANTOR agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.

(h) **APPLICATION OF PAYMENTS:** GRANTOR agrees that in the event any portion of the above described indebtedness now

DEED OF TRUST
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or hereafter granted cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.

(i) PRIOR LIENS: GRANTOR agrees that in the event any lien, charge, or encumbrance (except those expressly set forth herein) is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with notice to GRANTOR but without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(b) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.

7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and

DEED OF TRUST
VOL 657 PAGE 476

conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

13. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.

14. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

15. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

DEED OF TRUST
VOL. 657 PAGE 477

16. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.

17. This deed of trust is given to secure the above mentioned indebtedness and is second, subordinate and inferior unto that certain Deed of Trust (the "Underlying Lien") of even date herewith covering the above described property in favor of First Freeport National Bank in Freeport, Texas, and securing a promissory note (the "Underlying Note") of HOLDER dated of even date herewith in the amount of \$ 506,000.00, and payable in quarterly installments of \$ 40,000.00 each with the balance of said note being due and payable on or before three (3) years from the date thereof. GRANTOR'S deposit of the required insurance policies with the HOLDER of the Underlying Lien shall constitute compliance with the insurance policy deposit requirements herein contained. GRANTOR'S liability for default hereunder is limited as set forth in the Wrap Around Note. GRANTOR has purchased the above described property from HOLDER subject to the Underlying Lien and the Underlying Note, and GRANTOR has in no manner assumed responsibility for payment of the Underlying Note, it being understood and agreed, between GRANTOR and HOLDER that so long as no default exists in the payment of the Wrap Around Note, HOLDER, its successors and assigns, shall be obligated to timely make all payments due on the Underlying Note. Anything herein to the contrary notwithstanding, GRANTOR and HOLDER agree that GRANTOR reserves the right to elect to make timely payment of the Underlying Note direct to the holder thereof, and in the event of such direct payment by GRANTOR, or its assigns, the Wrap Around Note shall be credited in the amount of any such direct payment made to the holder of the Underlying Note. In the event of default of any installment due upon the Underlying Note not caused by the Holder of the Wrap Around Note, the Holder of the Wrap Around Note may, at its option, declare the entire balance unpaid upon the Wrap Around Note to be immediately due and payable in its entirety.

EXECUTED this 17 day of November, 1979.

FISH ENGINEERING & CONSTRUCTION, INC.

By

G. Byron Smith

GRANTOR

VICE PRESIDENT

GULFCO, INC.

By

B. L. Tanner

HOLDER

ATTEST:

Betty J. Murrell
Betty J. Murrell



Donald F. Prinster
ASST. SECRETARY
Donald F. Prinster

DEED OF TRUST

VOL. 657 PAGE 478

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared G. BYRON SMITH, V. PRESIDENT of FISH ENGINEERING & CONSTRUCTION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th day of November, 1979.



Madalyn Reichenbach
Notary Public in and for
Harris County, T E X A S

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared BL TANNER, PRESIDENT of GULFCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th day of November, 1979.



Madalyn Reichenbach
Notary Public in and for
Brazoria Coun , Texas

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

Tract No. 1:

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a

point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

Tract No. 3:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

All right, title and interest of Gulfco, Inc. (to the extent such interest is assignable) in and to a certain first right of refusal granted by Chromalloy American Corporation by letter dated March 30, 1979, and covering tracts 23, 24, 25, 26, 27 and 55 in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Calvit League, Abstract 51, Brazoria County, Texas

DEED OF TRUST

VOL. 657 PAGE 480

SCHEDULE A-1 - TITLE EXCEPTIONS

- (1) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.
- (2) Road right-of-way as described in instruments recorded in Volume 798, Page 685, Volume 798 pages 679-681, Deed Records, Brazoria County, Texas.
- (3) Easements to United States of America as described in instruments recorded in Volume 298, Page 5, Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, Deed Records, Brazoria County, Texas.
- (4) Minerals as described in instrument from J. W. Stone to Mary Ethel Paine, dated September 12, 1950, recorded in Volume 486, Page 472; from J. W. Stone to Mary Ethel Paine, dated March 11, 1957, recorded in Volume 681, Page 26; from H. Merlyn Christie to Kay Christie, et al, recorded in Volume 859, Page 269; from T. T. Stratton to R. M. Lee, dated March 4, 1936, recorded in Volume 276, Page 302; from J. H. Tigner to B. M. Cooley, et al, dated June 11, 1958, recorded in Volume 719, Page 390, Deed Records, Brazoria County, Texas, and all rights incident thereto.
- (5) One certain Deed of Trust of even date herewith executed by Gulfco, Inc. to Ralph E. David, Trustee, of record in Volume 657, Page 163 of the Deed of Trust Records of Brazoria County, Texas, to secure payment of one certain promissory note of even date therewith in the original principal sum of \$506,000 executed by Gulfco, Inc. and payable to the order of First Freeport National Bank, said note bearing interest as therein set out and payable in eleven quarterly installments of \$40,000 each (principal and interest) commencing February 12, 1980, and the principal balance of said note, including all accrued interest, being due and payable on or before November 12, 1982.

FILED FOR RECORD

AT 8:12 O'CLOCK *A* M

NOV 16 1979

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *Helen Paulk* DEPUTY

THE STATE OF TEXAS.

DEED OF TRUST

VOL 725 PAGE 400

County of Brazoria

WHEREAS, on the 12th. day of November 1979, Gulfco, Inc.,

of Brazoria

County, Texas, did execute, acknowledge and deliver to

Ralph E. David, Trustee

of Brazoria

County, Texas, a

certain Deed of Trust

on the following described real estate, situated, lying and being in the

County of Brazoria

in said State of Texas, to wit:

See attached:

Page 2, Deed of Trust

Tract No. 1:

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Crivit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a

point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, P. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from S. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

The above two tracts are a part of the same property described in the deeds of trust dated March 16, 1976 and March 30, 1979, recorded in Vol. 501, Page 360 and Vol. 629, Page 792, Deed of Trust Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

EXHIBIT "A"

DEED OF TRUST

VOL 725 PAGE 401

The same being fully described in said Deed of Trust which is recorded in Vol. 657
Page 163-169 of the Deed of Trust Records of said Brazoria County,

and to which and the record thereof, reference is here made for more particular description, the said

Deed of Trust being executed for the purpose of securing the prompt
payment of one certain promissory note executed by the said

and payable to the order of

The First Freeport National Bank

as follows:

Being in the principal sum of \$506,000.00 and payable in eleven quarterly
installments of \$40,000.00 each and one final installment for the balance
due.

and bearing interest from date at the rate of Prime rate per cent, per annum; and, whereas
said note with accrued interest thereon, has been fully paid, and at the time of such payment said note
was the property of The First Freeport National Bank

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The First Freeport National Bank

a corporation, being

the legal owner and holder of said note at the time of said payment, in consideration of the premises and of
the full and final payment of said note, the receipt of which is hereby acknowledged, have this day, and do by
these presents, remise, release and quit-claim unto the said Gulfco, Inc.,

heirs or assigns, the lien heretofore existing on said premises by
virtue of said Deed of Trust and do hereby declare the same fully released and satisfied.

IN TESTIMONY WHEREOF, the First Freeport National Bank

has caused these presents to be executed by Larry E. Mire, its Vice President,

hereunto duly authorized by its Board of Directors, and its corporate seal hereto affixed, at Freeport,

Brazoria

County, Texas, this 29th day of May

The First Freeport National Bank

a corporation

By

Larry E. Mire, Sr. Vice President

Larry E. Mire

DEED OF TRUST

VOL 725 PAGE 402

STATE OF TEXAS,

Brazoria Co., the undersigned authority, a notary public in and for Brazoria

County of Brazoria

County, Texas, on this day personally appeared Larry E. Mira

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of The First Freeport National Bank, a corporation, and as the Vice President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this 29th day of May

A. D. 1981

[SEAL]

Notary Public Brazoria

18/60/9 86891 2885 000
18/60/9 86891 2885 000
18/60/9 86891 2885 000

JEAN JOHNSON
NOTARY PUBLIC
Brazoria Co., Texas

FILED FOR RECORD

AT 8:15 O'CLOCK A.M.

JUN 9 1981

H. R. STEVENS JR.

CLERK COUNTY COURT, BRAZORIA CO., TEXAS
DEPUTY

RELEASE

TO

THE STATE OF TEXAS

COUNTY OF

Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the day of 1981, with its Certificate of Authentication, was filed for record in my office, the day of 1981, at o'clock M., and duly recorded the day of 1981, at o'clock M., in the records of said County, in Volume on page

WITNESS my hand and the seal of the County Court of said County, at office in the day and year last above written.

County Court County, Texas
By

DEED OF TRUST

WM 803-248

RELEASE

39285

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

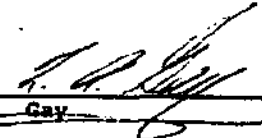
That FIRST FREEPORT NATIONAL BANK (hereinafter called the "Holder"), being the payee in and present holder of that certain promissory note dated November 12, 1979 (hereinafter called the "Subject Note"), made by Gulfoo, Inc., a Texas corporation, payable to the order of the Holder in the original principal sum of \$506,000.00 and bearing interest and being payable as set forth and described therein, for and in consideration of payment in full of the Subject Note and other good and valuable consideration to the Holder, the receipt and sufficiency of which consideration are hereby acknowledged, does by these presents release and relinquish the following liens, mortgages and assignments (hereinafter collectively called "Subject Liens"):

- (a) All liens, mortgages and assignments created under that certain Deed of Trust dated November 12, 1979, executed by Gulfoo, Inc. to Ralph E. David, Trustee, and filed in the office of the County Clerk of Brazoria County, Texas on November 14, 1979, under Clerk's File No. 34221, Brazoria County, Texas, and
- (b) All other liens, mortgages and assignments securing the Subject Note.

EXECUTED the 12th day of November, 1982.

FIRST FREEPORT NATIONAL BANK

ATTEST:


T. A. Gay

By 
Ralph W. Hatfield

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§


BEFORE ME, the undersigned authority, on this day personally appeared Ralph W. Hatfield, Senior Vice-President of FIRST FREEPORT NATIONAL BANK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of November, 1982.

FILED FOR RECORD

AT 12:02 O'CLOCK P. M.

DEC 3 1982

H.R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO. TEXAS
BY  DEPUTY


Notary Public in and for
Brazoria County, Texas
Gwen Maropis
My commission expires 8-14-84

89286

DEED
VOL. 1681 PAGE 787

RELEASE

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That GULFCO, INC., a Texas corporation (hereinafter called the "Holder"), being the payee in and present holder of that certain promissory note dated November 12, 1979 (hereinafter called the "Subject Note"), made by Fish Engineering & Construction, Inc., a Texas corporation, payable to the order of the Holder in the original principal sum of \$1,195,760.00 and bearing interest and being payable as set forth and described therein, for and in consideration of payment in full of the Subject Note and other good and valuable consideration to the Holder, the receipt and sufficiency of which consideration are hereby acknowledged, does by these presents release and relinquish the following liens, mortgages and assignments (hereinafter collectively called "Subject Liens"):

- (a) All liens, mortgages and assignments created under that certain Deed of Trust dated November 12, 1979, executed by Fish Engineering & Construction, Inc. to Raymond J. Fields, Trustee, and filed in the office of the County Clerk of Brazoria County, Texas on November 16, 1979, under Clerk's File No. 34491, Brazoria County, Texas, and
- (b) That certain Vendor's Lien retained in that certain deed from Gulfeo, Inc. to Fish Engineering & Construction, Inc. conveying the property hereinafter referred to, and
- (c) All other liens, mortgages and assignments securing the Subject Note.

The Subject Liens which are hereby released cover and affect the property set forth and described in Exhibit "A," attached hereto and made a part hereof.

EXECUTED the 16 day of April, 1982.

GULFCO, INC.

ATTEST:

Harry H. Hall, Jr.

By

R. L. James

DEED

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

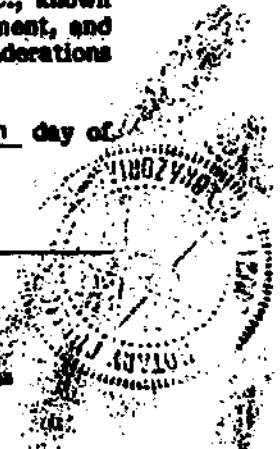
VOL 1681 PAGE 788

BEFORE ME, the undersigned authority, on this day personally appeared
B. L. Tanner, President of GULFCO, INC., known
to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and considerations
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of
November, 1982.

Flo Rozzle
Notary Public in and for
Brazoria County, Texas

FLO ROZZLE
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 6-14-85



1681-172

DEED

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FILED FOR RECORD

AT 12:02 O'CLOCK P M

DEC 3 1982

EXHIBIT "A"

H.R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTYTract No. 1:

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a

point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to GulfcO Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

Tract No. 3:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to GulfcO Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

All right, title and interest of GulfcO, Inc. (to the extent such interest is assignable) in and to a certain first right of refusal granted by Chromalloy American Corporation by letter dated March 30, 1979, and covering tracts 23, 24, 25, 26, 27 and 55 in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Calvit League, Abstract 51, Brazoria County, Texas

5934

85104 428

Deed of Trust and Security Agreement

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Preamble

This Deed of Trust and Security Agreement (hereinafter called "Deed of Trust"), executed by FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation

(hereinafter called "Grantors", whether one or more and jointly and severally if more than one), the mailing address of Grantors being set forth on the execution page hereof; to Walter B. Hendrick of Harris County, Texas, as Trustee, whose mailing address is P. O. Box 2629, Houston, Texas 77001 and also to any Substitute or Successor Trustee as hereinafter provided (all of whom shall be included within the term "Trustee" as used hereinafter); for the use and benefit of MBANK HOUSTON, NATIONAL ASSOCIATION whose mailing address is P. O. Box 2629, Houston, Texas 77001 and any subsequent holder of the Secured Obligations hereinafter set forth (all of whom shall be included within the term "Beneficiary" as used hereinafter), as beneficiary, assignee and Secured Party, as more fully hereinafter set forth.

WITNESSETH:

Article I
Secured Obligations

1.1 This Deed of Trust is executed and delivered by Grantors to secure the payment and performance of certain indebtedness, liabilities, and obligations owing and to become owing to or in favor of Beneficiary, as follows:

- (a) The indebtedness evidenced by that certain promissory note dated January 16, 1985 executed by Grantors payable to the order of Beneficiary in the original principal amount of Six Million Two Hundred Thousand and No/100 Dollars (\$ 6,200,000.00)

being payable in the amounts, at the interest rate and on the dates stipulated therein, finally maturing on or before March 1, 1985 bearing interest on past due amounts as provided therein, and containing provisions for the acceleration of maturity, at the option of the holder thereof, and for the payment of attorney's fees upon the occurrence of contingencies therein set forth;

- (b) Any and all amounts, liabilities, and obligations for which or for the performance of which Grantors, or any of them, may become indebted or obligated under the terms of this Deed of Trust;
- (c) Any sum or sums constituting other indebtedness (whether now existing or hereafter arising) of Grantors (or any of them) to Beneficiary which indebtedness may be evidenced in various manners (including, but not limited to, indebtedness evidenced by note, deed of trust, open account, overdraft, survey, guaranty and letter of credit), whether joint or several, direct or indirect, absolute or contingent, due or to become due, primary or secondary, however evidenced or acquired, it being contemplated that Grantors may hereafter become so indebted to Beneficiary; and
- (d) Any and all renewals, rearrangements and extensions of the foregoing items of indebtedness and obligations.

1.2 Each and every item described in Section 1.1 above is intended to be fully secured by the liens, assignments and security interests created under or by virtue of this Deed of Trust; and all such items (now or hereafter existing) are hereinafter collectively called "Secured Obligations".

Article II
Grant of Mortgaged Properties

2.1 For the purposes and trusts hereinafter set forth, and for Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantors, the receipt and sufficiency of which are hereby acknowledged, Grantors have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the Trustee, all the following described property, to wit:

- (a) All those certain tract(s) or parcel(s) of land being situated in Brazoria County, Texas, being more fully described as set forth on Exhibit A attached hereto and hereby referred to and incorporated herein for all purposes.
- (b) All improvements upon the real property hereinabove described and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings, building materials, supplies, and other property, real and personal, now or hereafter installed or used thereon or upon the improvements thereon, including, but not limited to, all heating, lighting, refrigerating, plumbing, ventilating, incinerating, water heating, cooling and air-conditioning equipment, fixtures and appurtenances, all engines and machinery, elevators, pumps, motors, window screens, window shades, venetian blinds, awnings, floor coverings and shrubbery and other chattels and personal property used or furnished in connection with the operation, use and enjoyment of such real property and the improvements thereon, and all renewals, replacements and substitutions therefor and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described real property.
- (c) All rents, revenues, profits, income, damages, awards and proceeds from or attributable to, all or any portion of the real property hereinabove described, the improvements hereinabove described, and any other property, both real and personal, hereinabove described.
- (d) All documents, instruments, general intangibles, chattel paper, and accounts, whether now or hereafter existing, arising out of the sale or use of the hereinabove described properties, both real and personal, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising, and all proceeds from any such items enumerated in this clause (d).
- (e) Each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the properties, both real and personal, described in this Section 2.1.

TO HAVE AND TO HOLD the hereinabove described properties, together with the rights, privileges and appurtenances thereto belonging (all of which properties, rights, privileges and appurtenances are hereinafter collectively called "Mortgaged Properties"), unto the said Trustee and to his substitutes or successors forever, and Grantors do hereby bind themselves, their heirs, executors and administrators to warrant and forever defend all and singular the Mortgaged Properties unto the Trustee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject only to the specific matters, if any, set forth on Exhibit A attached hereto and made a part hereof for all purposes.

2.2 Without in any way limiting the above conveyance and the warranty herein contained, Grantors represent themselves to be the owners of all the Mortgaged Properties as hereinabove conveyed, and should any ambiguity exist in regard to the description of said properties, reference may be had to Grantors' ownership of properties held by them in the above survey(s) or subdivision(s) for further description of the properties herein conveyed. Grantors agree that they will, upon request by the holder of the Secured Obligations execute any further instruments, amendments or supplements desired to more adequately describe the Mortgaged Properties which they have agreed to make subject to this instrument.

2.3 This conveyance, however, is intended as a deed of trust and security agreement and is made upon the following trusts, terms and conditions, to wit: In the event Grantors shall well and truly perform and pay the Secured Obligations (including payment of all principal and all interest and attorney's fees, if any, owing or to become owing thereon) to the legal holder thereof, when the same shall become due, then this Deed of Trust and all herein contained shall be null and void and shall be released at Grantors' cost and expense, otherwise this Deed of Trust shall continue in full force and effect.

Article III Assignment of Rents

3.1 The transfer of rents, revenues, profits and income as a portion of the conveyance of the Mortgaged Properties hereinabove made to the Trustee is specific in nature and irrevocable. So long as no Event of Default (hereinafter defined) exists but not otherwise, Grantors may collect and retain the currently accruing rents, revenues, profits and income, but may not collect in excess of one (1) month's rental in advance or two (2) month's rental in advance where one such month's rental is attributable to the next ensuing month and one such month's rental is attributable to the last month in the lease term and is collected as security under the provisions of a written lease or rental agreement. In the event, however, any Event of Default shall occur and be continuing, thereupon or at any time thereafter, while such or any subsequent Event of Default continues, Beneficiary may, personally or through an agent selected by such holder, take, or have the Trustee take, possession and control of the Mortgaged Properties, or any part thereof, and receive and collect all rents, revenues, profits and income theretofore accrued or thereafter accruing therefrom so long as any of the Secured Obligations remain outstanding or until the foreclosure of the lien hereof, applying so much thereof as may be collected prior to the sale of such property under foreclosure, first to the expenses incident to such possession, control and collection and second to the payment of the Secured Obligations in such order as the holder thereof may elect, irrespective of whether then matured, paying the balance, if any, to Grantors.

3.2 In exercise of the rights and powers created under Section 3.1 above, Grantors specifically agree that Beneficiary, Beneficiary's agent or the Trustee, as such party may see fit, may: sue against Grantors or any other persons lawful or permissible means to enforce the collection of any such rents, revenues, profits and income, and to secure possession of the Mortgaged Properties, or any part thereof; settle or compromise on any terms the liability of any person or persons for any such rents, revenues, profits or income; institute and prosecute to final conclusion actions of forcible entry and detainer, or actions of trespass to try title, or actions for damages, or any other appropriate actions, in the name of such person or in the name of Grantors; and settle, compromise or abandon any such actions. In furtherance of the foregoing and not by way of limitation, Grantors bind themselves to take whatever lawful or peaceful steps Beneficiary may ask them to take for such purposes, including the institution and prosecution of actions of the character above stated; provided, however, Grantors recognize that neither the Trustee, Beneficiary or any person acting on behalf of Beneficiary shall ever be required to collect any such rents or income or be liable or chargeable for failure so to do.

Article IV Security Agreement

4.1 Without limiting any of the provisions of this instrument, Grantors, as Debtors (referred to in this Article IV as "Debtors," whether one or more), expressly GRANT unto Beneficiary, as Secured Party (referred to in this Article IV as "Secured Party," whether one or more), a security interest in all the Mortgaged Properties (including both those now and those hereafter existing) to the full extent that the Mortgaged Properties may be subject to the Uniform Commercial Code — Secured Transactions (Chapter 9, Business and Commerce Code of Texas, as amended) (hereinafter called the "Uniform Commercial Code").

4.2 Debtors covenant and agree with Secured Party that:

- (a) In addition to any other remedies granted in this Deed of Trust to Secured Party or the Trustee (including specifically but not limited to the right to proceed against all the Mortgaged Properties in accordance with the rights and remedies in respect of those Mortgaged Properties which are real property pursuant to Section 9.501(d) of the Uniform Commercial Code), Secured Party may, should an Event of Default occur, proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Properties (such portion of the Mortgaged Properties being referred to in this Article IV as the "Collateral"), and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party under the Uniform Commercial Code, including, without limitation, the right and power to sell, at one or more public or private sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorney's fees and legal expenses thereby incurred by Secured Party, and toward payment of the Secured Obligations in such order or manner as Secured Party may elect.
- (b) Among the rights of Secured Party upon occurrence of an Event of Default, and without limitation, Secured Party shall have the right to take possession of the Collateral or any part thereof and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.
- (c) To the extent permitted by law, Debtors expressly waive any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtors agree that if such notice is mailed, postage prepaid, to Debtors at the address shown opposite Debtors' signatures hereinbelow at least five (5) days before the time of the sale or disposition such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.
- (d) Upon occurrence of an Event of Default or upon the occurrence of any event or condition which after either or both the passage of time and the giving of notice would constitute an Event of Default, Secured Party is hereby granted the express right, at its option, to transfer to itself or to its nominee the Collateral, or any part thereof, to notify any obligor or account debtor in the case of any Collateral to make payment directly to Secured Party, and to receive the moneys, income, proceeds or benefits attributable or accruing thereon and to hold the same as security for the Secured Obligations or to apply the same on the principal and interest or other amounts owing on any of the Secured Obligations, whether or not due, in such order or manner as Secured Party may elect. With respect to the Collateral, Debtors, for themselves, their heirs and assigns, hereby expressly and specifically waive all rights to a marshaling of the assets of Debtors, including the Collateral, or to a sale in inverse order of alienation.
- (e) All recitals in any instrument of assignment or any other instrument executed by Secured Party or by the Trustee incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein, no other proof shall be requisite to establish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.
- (f) Secured Party may require Debtors to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Debtors shall be fully liable for all expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorney's fees, legal expenses and costs, all of which expenses and costs shall constitute a part of the Secured Obligations.
- (g) Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the real estate hereinabove described and this Deed of Trust upon being filed for record in the real estate records shall operate also as a financing statement upon such of the Collateral which is or may become fixtures. The Debtor has no interest of record in the real estate.
- (h) Any copy of this Deed of Trust which is signed by Debtors or any carbon, photographic or other reproduction of this Deed of Trust may also serve as a financing statement under the Uniform Commercial Code by Debtors, whose address is set opposite their respective signatures hereinbelow, in favor of Secured Party, whose address is set out hereinabove.
- (i) So long as any Secured Obligations remain outstanding, unless the prior written specific consent and approval of Secured Party shall have first been obtained, Debtors will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder.

4.3 Debtors warrant and represent to Secured Party that, except for the security interest granted hereby in the Collateral, Debtors are the owners and holders of the Collateral, free of any adverse claim, security interest or encumbrance, and Debtors agree to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtors further warrant and represent that they have not heretofore signed any financing statement and that no financing statements signed by Debtors are now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

Article V Certain Covenants and Warranties of Grantors

5.1 As further assurances with regard to the Secured Obligations, Grantors hereby covenant, warrant and agree in favor of Beneficiary, as follows:

- (a) Grantors hereby agree and bind themselves to perform and pay the Secured Obligations and every installment of principal and interest thereof, promptly as the same becomes due or payable.
- (b) Grantors covenant and agree to pay all taxes and assessments of every kind or character charged, levied or assessed against the Mortgaged Properties or any part thereof, before any such taxes or assessments become delinquent; to pay all water, gas, sewer, electricity and other utility rates and charges with regard to the Mortgaged Properties; to pay all maintenance fees or charges of any owners' association or like group assessed with respect to the Mortgaged Properties; and to pay any ground rent or charges for any easement, license or agreement existing for the benefit of the Mortgaged Properties to pay any interest, costs or penalties with respect to the foregoing items; and, upon request of Beneficiary, to furnish to Beneficiary evidence of the timely payment of such items.
- (c) Grantors covenant and agree to insure and keep insured the insurable portion of all improvements constituting a part of the Mortgaged Properties against loss by fire, explosion, wind storm and such other hazards as may be required by Beneficiary, in an amount not less than the greater of (i) eighty percent (80%) of the full insurable value of such improvements, or (ii) such amount, not to exceed the unpaid principal of the Secured Obligations, as may be required by Beneficiary (to the extent such insurance may be procured). Grantors further agree to maintain such other insurance upon and relating to the Mortgaged Properties, including, but not limited to, insurance against personal injury and death, loss by flood, and business interruption insurance covering loss of rental, all as may be required by Beneficiary from time to time. Each insurance policy shall be issued by an insurance company or companies approved by Beneficiary, and Grantors shall deliver such policies of insurance, together with all renewals thereof, promptly as issued, to Beneficiary, together with evidence of the payment of all premiums therefor. Beneficiary shall retain the original copies of such insurance coverage until the Secured Obligations are satisfied and paid in full. Each insurance policy shall provide by way of endorsements, riders or otherwise that proceeds will be payable to Beneficiary as its interest may appear; that coverage of Beneficiary shall not be terminated, reduced or affected in any manner by any breach or violation by Grantors of any warranties, declarations or conditions in such policy; that such policy may not be cancelled, endorsed, altered or renewed to effect a change in coverage unless such insurer shall first give Beneficiary not less than thirty (30) days' prior written notice thereof; and that Beneficiary may, but shall not be obligated to, make premium payments to prevent any cancellation, endorsement, alteration or renewal, which payments will be accepted by the insurer. Each renewal policy shall be furnished to Beneficiary not less than thirty (30) days prior to the expiration of the initial or preceding renewal policy.

- (d) Grantors covenant and agree to keep and maintain the improvements now or at any time hereafter constituting a portion of the Mortgaged Properties in a state of good repair and condition; to make all repairs, replacements, reconstructions and restorations necessary to keep such improvements in such condition; and without the prior written consent of Beneficiary not to tear down or remove or permit to be torn down or removed any such improvements now existing or hereafter erected.
- (e) Grantors covenant and agree that should it be discovered after the execution and delivery hereof there is a lien or encumbrance of any nature whatsoever upon the Mortgaged Properties or any part thereof, equal or superior in rank to the lien of this Deed of Trust, or in case of an error or defect herein, or the execution or acknowledgment hereof, or if a homestead claim is made against the Mortgaged Properties, or any part thereof, adverse to this Deed of Trust, Grantors shall, upon demand from Beneficiary, correct such defects in such title, or remove said liens or encumbrances or homestead claim, or correct such error or defect in this instrument or its execution, or any acknowledgment hereof.
- (f) Grantors covenant and agree that, after any sale under this Deed of Trust, they, or their heirs or assigns, shall be mere tenants at sufferance of the purchaser of property, at said sale, and that such purchaser shall be entitled to immediate possession thereof, and that if Grantors fail to vacate such property immediately, such purchaser may and shall have the right to go into any justice court having venue, or in any other court hereafter having jurisdiction of forcible detainer actions, and file an action in forcible detainer, which action shall lie against Grantors or their heirs or assigns as tenants at sufferance.
- (g) Grantors represent and covenant that no part of the Mortgaged Properties forms any part of the property owned, used or claimed by Grantors as a residence or business homestead and that none of the Mortgaged Properties is exempt from forced sale under the laws of the State of Texas, which exemptions Grantors hereby irrevocably disclaim and renounce.
- (h) Grantors expressly agree that Beneficiary shall be fully subrogated to the rights of all holders of any vendor's liens or other liens whose indebtedness is paid in whole or in part with the proceeds of the Secured Obligations. To the extent that the Secured Obligations represent funds advanced for the acquisition of any of the Mortgaged Properties, Grantors acknowledge and agree that Beneficiary is entitled to a vendor's lien securing the payment of said indebtedness, and Grantors further specifically covenant, stipulate and agree that foreclosure under the power of sale contained in this Deed of Trust shall operate to fully foreclose such vendor's lien.
- (i) Grantors covenant and agree that Beneficiary may, at its sole option, elect to treat (i) Grantors' sale, transfer, or conveyance of the Mortgaged Properties or any interest therein, or (ii) "change in control" (hereinafter defined) of Grantors, or any of them, as an Event of Default and thereupon may invoke any remedies permitted by this Deed of Trust. Without limiting the foregoing option, which option may be exercised by Beneficiary at its sole discretion, Beneficiary may (if it so elects) consent to any proposed sale, transfer, conveyance or change in control and may require as a condition to such consent, evidence satisfactory to Beneficiary of the creditworthiness and management ability of any proposed transferee and further that such transferee enclose incident to any such sale, transfer, conveyance or change in control a written assumption agreement in the form and containing such terms as Beneficiary may require, including, without limitation, an increase in the rate of interest payable upon the Secured Obligations. The term "change in control" within the meaning of this paragraph 5.1(i) shall mean with respect to any of Grantors which is a corporation, the transfer of the right of exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to all the shares of such Grantor's capital stock, and with respect to any of Grantors which is a partnership, joint venture or trust, the transfer of ownership of that percentage of partnership interests, joint venture interests or beneficial interests of the trust, as the case may be, which would allow the holder thereof to direct the management or policies of such Grantor. The consent to any proposed sale, transfer, conveyance or change in control shall not be deemed a consent or waiver of any of the terms of this paragraph 5.1(i) with regard to any other or future sale, transfer, conveyance, encumbrance or change in control (including any such event occurring incident to foreclosure of any encumbrance to which consent has been given pursuant to paragraph 5.1(j) below), and no consent shall be binding unless set forth in writing and signed by Beneficiary.
- (j) Grantors covenant and agree that Beneficiary may, at its sole option, elect to treat Grantors' mortgage, pledge, hypothecation or encumbrance (hereinafter collectively referred to as "Pledge"), whether or not expressly subordinate to the lien of this Deed of Trust, of the Mortgaged Properties or any interest therein, as an Event of Default and thereupon may invoke any remedies permitted by this instrument. Without limiting the foregoing option, which option may be exercised by Beneficiary at its sole discretion, Beneficiary may (if it so elects) consent to any proposed Pledge and may require as a condition to its consent, detailed information with respect to such Pledge and further that the holder of such Pledge shall have executed a written subordination agreement in form and containing such terms as Beneficiary may require, including, without limitation, an express subordination of such Pledge and any indebtedness secured thereby to the liens, assignments and security interest of this Deed of Trust and to the payment of the Secured Obligations. The consent to any proposed Pledge shall not be deemed a consent or waiver of any of the terms of this paragraph 5.1(j) with regard to any other or future Pledge; and no consent shall be binding unless set forth in writing and signed by Beneficiary.
- (k) Grantors will not permit removal of any item of personal property or fixtures constituting a portion of the Mortgaged Properties unless, simultaneously therewith, such item is replaced by a like item of equal or greater value and in good working condition with the lien and security interest of this Deed of Trust to attach to such replacement item free from any other lien, security interest, conditional sale, title retention, lease or other encumbrance.
- (l) Grantors will give Beneficiary prompt notice of any casualty loss, threat of condemnation, condemnation or taking, affecting all or any portion of the Mortgaged Properties.
- (m) In the event the Secured Obligations shall become due and payable by virtue of an Event of Default, Grantors agree that any tender of payment of the Secured Obligations prior to a foreclosure sale shall, at the option of Beneficiary, be deemed a voluntary prepayment by Grantors requiring the payment of any prepayment penalty or premium required under the terms of the Secured Obligations to the full extent that such payment, when added to all other amounts then and theretofore paid and which constitute interest, would not exceed the maximum lawful interest permitted to be charged of Grantors.

Article VI Escrow Fund

6.1 In order to create a fund to provide for the payment of taxes, assessments and insurance on the Mortgaged Properties, Grantors agree that they will pay to Beneficiary or to such other party as Beneficiary may designate, as a depository, or any successor depository hereafter named, on the first day of each month hereafter until the Secured Obligations are discharged in full, the following sums: An installment of the taxes and assessments to be due upon the Mortgaged Properties, and an installment of the premiums that will become due and payable to renew the insurance on the Mortgaged Properties against loss by fire or other hazards as herein elsewhere set forth. These installments shall be equal, respectively, to the estimated premiums for such insurance, and taxes and assessments due (as estimated by the depository), less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premiums and taxes and assessments become delinquent. The depository shall hold the aforesaid installments as a general deposit, and not as trustee or agent for Grantors. Grantors agree that such installments so paid may be held by the depository without interest, and that such installments held by the depository shall be in the nature of a debt of the depository to Grantors, which debt and all other obligations of the depository with respect to such installments shall be fully satisfied upon payment (to the extent of such installments received by the depository) of such insurance premiums, taxes and assessments before the same become delinquent. Grantors agree to look only to such depository for the application of said installment and not to Beneficiary. If the total of the installments made by Grantors pursuant to provisions of this paragraph shall exceed the amount required for a particular maturity of taxes, assessments or insurance premiums, as the case may be, the excess shall be credited by the depository on subsequent payments of the same nature to be made by Grantors. If, however, the installments made by Grantors pursuant to provisions of this paragraph shall not be sufficient to pay taxes, assessments and insurance premiums, as the case may be, when the same shall become due and payable, then Grantors shall upon demand therefor pay to the depository any amount necessary to make up the deficiencies on or before the date when the payment of such taxes, assessments or insurance premiums shall become due. If Grantors fail to do so, the depository shall notify Beneficiary, and Beneficiary shall then have the right to treat the same as an Event of Default under this Deed of Trust. In the event that installment payments upon the Secured Obligations are required less often than monthly, the installment payments required under this Section 6.1 shall become due and payable at the same times as the installment payments upon the Secured Obligations; provided, however, in no event shall the payments required under this Section 6.1 become due and payable less frequently than quarterly. In the event said depository should dissolve as a corporate existence or should fail or refuse to further act in connection with the payment of such indebtedness for premiums, taxes or assessments, Beneficiary shall have the right to appoint a successor depository to whom such payment may be made. Should an Event of Default result in foreclosure by Trustee's sale or otherwise, said depository shall pay to Beneficiary the aforesaid fund to be credited on the Secured Obligations. Any amount remaining in the deposit fund following satisfaction and final payment of the Secured Obligations shall be returned to Grantors.

6.2 If the premiums for the insurance upon the Mortgaged Properties are financed under a separate installment note plan, the installments to be paid under Section 6.1 shall further include appropriate amounts to defray interest to accrue upon such note plan and the depository shall be entitled to pay out of such funds such amount of interest as same accrues and becomes payable. Grantors agree to furnish promptly to the depository true copies of all installment notes for such financing of insurance premiums when executed.

6.3 No depository acting hereunder shall be liable in any way or under any theory in the event payments under this Article VI are waived or abated by consent of Beneficiary. The unexpended portion of payments made hereunder shall be established only by written certification from the depository.

Article VII Defaults

7.1 Should any of the following events or conditions occur, the same shall constitute an event of default under this Deed of Trust (herein called "Event of Default"):

- Grantors shall fail or refuse to pay all or any portion of the Secured Obligations when due.
- Grantors shall fail to perform or to fulfill in a timely manner any of the Secured Obligations, including specifically, but not limited to the covenants and obligations of Grantors contained in this Deed of Trust.
- Any warranty or representation of Grantors set forth in this Deed of Trust shall prove untrue in any material respect.
- Grantors, or any of them, shall become insolvent, be the subject of an order for relief, or a custodian, receiver, or other such officer of their property be appointed, or should any liquidation, reorganization, arrangement or other proceeding under any bankruptcy law or other law for the relief of debtors be requested by or instituted against Grantors or any of them.
- There shall occur any levy or execution of any attachment, execution or other process against any of the Mortgaged Properties, unless timely and completely stayed by appropriate proceedings.

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after a 10 day cure period for any Event of Default except for non payment of principal and interest when due

7.2 Upon the occurrence of an Event of Default, so long as such default remains uncured, Beneficiary shall have the option and right to take any one or more of the following actions: (i) without demand, presentment, notice of intent to accelerate, notice of acceleration, or other notice or demand, all of which are expressly waived by Grantors, declare the Secured Obligations immediately due and payable; (ii) proceed to enforce the lien of this Deed of Trust; and (iii) pursue any and all other remedies available to Beneficiary whether set forth herein or otherwise available at law or in equity.

7.3 Each of the rights and remedies set forth in this Deed of Trust or available at law or in equity shall be cumulative and concurrent, may be pursued jointly or severally against Grantors or any of the Mortgaged Properties, and shall be non-exclusive. The election to pursue any such right or remedy shall not be deemed a waiver, then or thereafter, to pursue any other such right or remedy.

7.4 The acceptance of payment of any portion of the Secured Obligations after its due date or after the giving of notice of an Event of Default and of election to accelerate the maturity of the Secured Obligations shall not waive any right of Beneficiary to require prompt payment when due of all other sums constituting Secured Obligations or to declare an Event of Default for failure to pay the entire unpaid balance of the Secured Obligations, or any right of Beneficiary to proceed with foreclosure sale pursuant to any such notice and acceleration for any unpaid balance of the Secured Obligations. Waiver of a right granted to Beneficiary as to one transaction or occurrence shall not be deemed a waiver of such right as to any subsequent transaction or occurrence.

Article VIII Certain Remedies: Power of Sale

8.1 In the event that Grantors fail or refuse to pay any taxes or assessments upon the Mortgaged Properties before the same become delinquent, fail to take out or procure or maintain such insurance as is required by this Deed of Trust, or fail to perform any other covenant or to pay any other obligation of Grantors set forth in this Deed of Trust or set forth in any other agreement or instrument evidencing or securing the Secured Obligations, then in any such case Beneficiary, at its option and without any obligation to do so, may pay any such taxes or assessments (without being required to examine the legality or justice of same), take out or procure such insurance, or tender such performance or payment. All amounts advanced by Beneficiary as aforesaid shall be due and payable upon demand, shall become a part of the Secured Obligations, shall bear interest from the date such payments are advanced until the repayment thereof at the greater of eighteen percent (18%) per annum or the highest nonusurious rate of interest set forth in the instruments evidencing the Secured Obligations, and shall be fully secured by the liens, assignments and security interest of this Deed of Trust. Any amounts so paid, as well as the time of payment thereof, shall be deemed fully established by the affidavit or certificate of the Trustee or Beneficiary. Grantors agree that the payment of such taxes or assessments, the procuring and maintaining of such insurance, or the tendering of any such performance or payment by Beneficiary shall not prevent Beneficiary from declaring the Secured Obligations to be due and payable under the provisions hereof by reason of such Event of Default and pursuing any other remedies available to Beneficiary should Beneficiary so elect.

8.2 Upon failure to perform or to pay the Secured Obligations, or any part thereof, when the same shall become due, in whatever way the maturity thereof may be brought about, it shall thereupon, or at any time thereafter while any part of the Secured Obligations remain undischarged, be the duty of the Trustee, or his successors, as hereinafter provided, at the request of Beneficiary (which request shall be presumed), to enforce this trust and to sell the Mortgaged Properties, as an entirety or in parcels, by one sale or by several sales, held at one time or at different times, all as the Trustee acting may elect, each sale to be held at the door of the county courthouse in any county in which a part of the real property to be sold is situated and to be made on the first Tuesday of some month between the hours of 10 o'clock a.m. and 4 o'clock p.m. to the highest bidder for cash at public vendue, after the Trustee (or a person or persons selected by the Trustee) and Beneficiary shall have given notice of the proposed sale in the manner hereinafter set forth, and so make due conveyance to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon Grantors and their heirs, executors, administrators and successors. Grantors, for themselves, their heirs and assigns, hereby expressly and specifically waive all rights to a marshaling of the assets of Grantors, including the Mortgaged Properties, or to a sale in inverse order of alienation.

8.3 The Trustee (or a person or persons selected by the Trustee) shall give notice of each such proposed sale by posting written notice of the time, place and terms of sale at the courthouse door, and by filing a copy of such written notice in the office of the county clerk, of the county in which the sale is to be made for at least twenty-one (21) consecutive days preceding the date of the sale. Where real properties to be sold are situated in more than one county, one notice shall be posted at the courthouse door, and a copy of such notice shall be filed with the county clerk, of each county in which a part of the real properties to be sold is situated, and such notices shall designate the county where such real properties will be sold, which may be any county in which a part of said real properties is situated. In addition to the foregoing notice or notices to be posted and filed by the Trustee (or a person or persons selected by the Trustee), Beneficiary shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by certified mail on each debtor obligated to pay such indebtedness according to the records of such holder. The service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to each such debtor at the most recent address (which shall be within the United States of America) as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. In this respect and to the full extent they may legally do so, Grantors also expressly covenant, stipulate and agree that: (i) the address of Grantors set out opposite Grantors' signature hereto shall be deemed and considered conclusively to be and remain at all times the most recent address of all debtors obligated to pay such indebtedness as shown by the records of Beneficiary, provided such address may be changed to some other address within the United States of America from time to time only by express written notice of change thereof signed by all debtors obligated to pay such indebtedness and actually delivered to and received by Beneficiary and setting forth a new address which shall be within the United States of America and which shall be deemed and considered conclusively to be and remain at all times thereafter the most recent address of all debtors obligated to pay such indebtedness as shown by the records of Beneficiary until changed in the manner herein provided; (ii) the records of Beneficiary shall not be deemed to reflect any change in the name or identity of the debtors obligated to pay the indebtedness (to whom notice of a proposed sale shall be required to be mailed as provided (or above) unless and until express written notice of such change signed by all debtors obligated to pay such indebtedness shall have been actually delivered to and received by Beneficiary; and (iii) no notice of such sale or sales other than the notices hereinabove provided shall be required to be given to Grantors or any other persons and any other notice is expressly waived.

8.4 The provisions of Section 8.3 with respect to posting, serving, filing and giving notices of sale are intended to comply with the provisions of Section 51.002 of the Property Code of the State of Texas and the Act of June 19, 1963, ch. 915, 1963 Tex. Sess. Law Serv. 5056 (Vernon), effective as of January 1, 1964 (in this Section 8.4 such Section 51.002 and such Act of June 19, 1963, being called the "Subject Statutes"). In the event the requirements for any notice, or the posting, serving, filing or giving thereof, under the Subject Statutes shall be eliminated, or the prescribed manner of posting, serving, filing or giving same is modified by future amendment to the Subject Statutes, the requirements for such particular notice shall be stricken from, or the manner of posting, serving, filing or giving any notice hereunder modified in, this instrument in conformity with such amendment. The manner herein prescribed for posting, serving, filing or giving any notice, other than that to be posted and filed or caused to be posted and filed by the Trustee, shall not be deemed exclusive but such notice or notices may be posted, served, filed or given in any other manner which may be permitted by applicable law. Further, in relation to this Deed of Trust and the exercise of any power of sale by the Trustee hereunder, if either the Subject Statutes shall be amended or modified to require any other notice or the posting, filing, serving or giving thereof or any statute hereafter enacted shall require any other notice or the posting, filing, serving or giving thereof, the Trustee or the person selected by him is hereby authorized and empowered by Grantors to give such notice or make such posting, filing, serving or giving thereof; provided, however, Grantors waive such other notice or the posting, filing, serving or giving thereof to the full extent Grantors may lawfully so do.

8.5 At any sale conducted under this instrument, credit upon all or any part of the Secured Obligations shall be deemed cash paid for the purpose of Section 8.3; and the holder of all or any part of the Secured Obligations may purchase at any such sale. With the proceeds arising from such sale or sales, the Trustee shall first pay all expenses of advertising, sale and conveyance, including a reasonable commission (not to exceed five percent (5%) of the gross proceeds of such sale or sales) to the Trustee acting, and shall next apply such proceeds toward the discharge and payment of the Secured Obligations (including principal, interest and attorney's fees, if any), and the remaining balance, if any, shall be paid to Grantors, their heirs and assigns.

8.6 Without limiting any of the powers or remedies provided elsewhere, Grantors agree that in the event the Secured Obligations are payable in installments or include, at any time, items of secured as well as unsecured indebtedness, the holder of the matured installments or items of indebtedness, at the case may be, shall have the right to have the Mortgaged Properties sold, subject to the part of the Secured Obligations which is unsecured at the time the Trustee is requested to make such sale, at Trustee's sale to satisfy the lien and security interest hereof securing the then matured portion of said indebtedness and the Trustee is expressly authorized and empowered to conduct such sale which is called in this Section 8.6 "Installment Foreclosure." Any installment Foreclosure made under this Section 8.6 shall not affect the liens, assignments and security interest of this Deed of Trust existing to secure that portion of the Secured Obligations to which the sale is to be made subject. No installment Foreclosure shall exhaust the power of the Trustee to conduct future installment Foreclosures nor in anywise limit the powers of sale provided elsewhere in this Deed of Trust. The provisions elsewhere in this Deed of Trust relating to manner of conducting Trustee's sales, including the posting, filing and giving of notices thereof, shall also apply to any installment Foreclosure and the same presumptions shall be applicable to any Trustee's deed or recital therein contained in connection with an installment Foreclosure and to any other affidavit as hereinabove provided.

8.7 In the case of the absence of the Trustee from the State, or of his death, inability, refusal or failure to act, or in the event the holder or holders of not less than a majority in amount of the Secured Obligations should elect at any time (with or without cause) to remove the Trustee then acting, a successor or substitute may be named, constituted and appointed by the holder or holders of not less than a majority of the amount of the Secured Obligations, without further formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited; and this conveyance shall vest in the Successor or Substitute Trustee the title, powers and duties conferred on the Trustee named herein and the conveyance by the Successor or Substitute Trustee to the purchaser at any sale made pursuant hereto shall be valid and effective as fully as hereinabove provided in the case of a conveyance by the Trustee. Such right to appoint a Successor or Substitute Trustee shall exist as often as and whenever the Trustee, original, successor or substitute, cannot or will not act or has been removed. Grantors specifically covenant and stipulate that: the recitals in the conveyance made to the purchaser, either by the Trustee or any Successor or Substitute Trustee, shall be full proof and evidence of the matters therein stated; no other proof shall be requisite of the request by the holder of the Secured Obligations on the Trustee or on any Successor or Substitute Trustee to enforce this trust, or of the due, timely and proper posting, filing and giving of all notices and making of the sale, or any particulars thereof, or of the inability, refusal or failure of the Trustee, or any Successor or Substitute Trustee, to act, or of the removal of the Trustee or any Successor or Substitute Trustee, or of the appointment of a Successor or Substitute Trustee, as herein provided, either as to the legality of his appointment or otherwise, or of the contingencies which brought about the failure or inability of the Trustee or any Successor or Substitute Trustee to act, or of his removal, as the case may be; all prerequisites of said sale shall be presumed to have been performed; and any sale made under the powers herein granted shall be a perpetual bar against Grantors, their heirs and assigns.

8.8 The right of sale hereunder shall not be exhausted by one or any sale, but so long as any of the Secured Obligations remain undischarged, the Trustee or Successor or Subsequent Trustee may make other and successive sales until all the Mortgaged Properties shall be legally sold.

Article IX Condemnation and Casualty Loss

9.1 If the Mortgaged Properties, or any part thereof, shall be condemned or taken for public use under the power of eminent domain, Beneficiary shall have the right to demand all awards and damages for such taking of or injury to the Mortgaged Properties be paid to Beneficiary. To the extent such moneys are received by Beneficiary, Beneficiary may apply the same or so much thereof as is necessary, less the reasonable expense of collecting such funds, as a credit upon the Secured Obligations, whether or not then matured.

9.2 Should the Mortgaged Properties be wholly or partially destroyed or damaged by fire, explosion, windstorm or other insured casualty, Beneficiary shall have the right to collect, receive and accept for, in the name of Grantors or otherwise, any and all moneys that may become payable or collectible upon any policy of insurance by reason of such damage to or destruction of the Mortgaged Properties. To the extent such moneys are received by Beneficiary, Beneficiary may apply the same or so much thereof as is necessary, less the reasonable expense of collecting such funds, as a credit upon the Secured Obligations, whether or not then matured.

9.3 In the event that Beneficiary shall have received the proceeds of condemnation or insured casualty pursuant to the terms of Sections 9.1 or 9.2 above, Beneficiary may, at its sole option, hold such proceeds (net of costs of collection), without interest, to be disbursed to Grantors incident to the rebuilding and restoration of that portion of the Mortgaged Properties from which such proceeds were derived. Grantors agree to proceed promptly with such rebuilding and restoration of the Mortgaged Properties to as near their condition prior to such event, as may be practicable, to provide to Beneficiary assurances that all funds required in addition to such proceeds are available to Grantors, to prepay paid invoices for all labor and materials as the work of such rebuilding and restoration progresses, and to suffer no lien against the Mortgaged Properties incident to such rebuilding and construction.

Article X Miscellaneous

10.1 In the event any item, term or provision contained in this Deed of Trust is in conflict, or may be held hereafter to be in conflict, with any applicable laws, this Deed of Trust shall be affected only as to its application to such item, term or provision, and shall in all respects remain in full force and effect.

10.2 All article and section titles or captions contained in this Deed of Trust or in any schedule or exhibit hereto are for convenience only and shall not be deemed a part of this Deed of Trust and shall not affect the meaning or interpretation of this Deed of Trust.

10.3 Grantors and Beneficiary specifically intend and agree to limit contractually the amount of interest payable under this Deed of Trust, the Secured Obligations and all other instruments and agreements related hereto and thereto to the maximum amount of interest lawfully permitted to be charged under applicable law. Therefore, none of the terms of this Deed of Trust, the Secured Obligations or any instrument pertaining to or relating to this Deed of Trust or the Secured Obligations shall ever be construed to create a contract to pay interest at a rate in excess of the maximum rate permitted to be charged under applicable law, and neither Grantors nor any other party liable or to become liable hereunder, under the Secured Obligations or under any other instruments and agreements related hereto and thereto shall ever be liable for interest in excess of the amount determined at such maximum rate, and the provisions of this paragraph shall control over all other provisions of this Deed of Trust, the Secured Obligations or of any other instrument pertaining to or relating to the transactions herein contemplated. If any amount of interest taken or received by Beneficiary shall be in excess of said maximum amount of interest which, under applicable law, could lawfully have been collected by Beneficiary incident to such transactions, then such excess shall be deemed to have been the result of a mathematical error by all parties hereto and shall be refunded promptly to the party paying such amount. All amounts paid or agreed to be paid in connection with such transactions which would under applicable law be deemed "interest" shall, to the extent permitted by such applicable law, be amortized, prorated, allocated and spread throughout the stated term of the Secured Obligations. "Applicable law" as used in this paragraph means that law in effect from time to time which lawfully permits the charging and collection of the highest permissible lawful, nonusurious rate of interest on the transactions herein contemplated including laws of the State of Texas and of the United States of America; and "maximum rate" as used in this paragraph means, with respect to each portion of the Secured Obligations, the maximum lawful, nonusurious rate of interest (if any) which under applicable law Beneficiary is permitted to charge Grantors from time to time with respect to such portion of the Secured Obligations.

10.4 Grantors agree that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of the Secured Obligations shall impair or affect in any manner the security given by this instrument; all security for the payment of the Secured Obligations shall be taken, considered and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Grantors further agree that any part of the security herein described may be released without in anywise altering, varying or diminishing the force, effect or lien of this Deed of Trust, or of any renewal or extension of said lien, and that this Deed of Trust shall continue as a first lien, assignment and security interest on all the Mortgaged Properties not expressly released, until all Secured Obligations are fully discharged and paid.

10.5 The filing of a suit to foreclose any lien, assignment or security interest under this Deed of Trust either on any matured portions of the Secured Obligations or for all Secured Obligations shall never be considered an election so as to preclude foreclosure under any power of sale herein contained after dismissal of the suit.

10.6 When this instrument is executed by only one person the word "Grantors" shall be construed as if written "Grantor" and all pronouns and verbs in their number shall be changed to correspond, and when executed by a corporation the applicable words "heirs, executors, administrators and assigns" shall be construed as "successors, assigns and legal representatives". Whenever the context requires, the gender of words used herein shall include the masculine, feminine and neuter, and number of words used herein shall include the singular and the plural.

IN WITNESS WHEREOF, Grantors have executed this instrument this 20th day of February, 1985 A.D.

ADDRESSES OF GRANTORS:

1990 S. Post Oak Road
Houston, Texas 77056

U.S.A.

FISH ENGINEERING & CONSTRUCTION, INC.

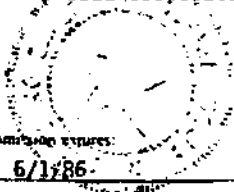
By Donald F. Prinster

Name Donald F. Prinster

Title Vice President and Treasurer

THE STATE OF TEXAS :
COUNTY OF HARRIS :

This instrument was acknowledged before me on 20 February, 1985, by Donald F. Prinster, Vice President and Treasurer of FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, on behalf of said corporation.



Credia Moore Yelton
Credia Moore Yelton

Notary Public in and for
the State of Texas

My commission expires:

6/1/86

EXHIBIT A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.
2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

 - S. 48 degrees 44' W. a distance of 66.11 feet,
 - S. 50 degrees 30' W. a distance of 132.60 feet,
 - S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.
3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.
4. Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. C. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.
5. THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.
6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.
7. Tract 55, Brazos Coast Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.
8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.
9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

Filed For Record at 4:25 o'clock P.M.
 May 21, 1975 Dolly Bailey
 Clerk County Court, Brazoria County,
 Texas - By *[Signature]* Deputy

31870

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SOLE INDEPENDENT EXECUTOR'S
DEED TO FREE LAND

Estate of Sam E. Dunnam - J.W. Stone, Grantor - Net 0.625 Acres

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by that certain deed dated December 7, 1938, J.W. Stone, as Grantor, GRANTED, SOLD and CONVEYED unto H. Merlyn Christie and Sam E. Dunnam (being the same person know as "Sam E. Dunnam" and "Samuel Ellis Dunnam, Jr." and hereinafter referred to as "Sam E. Dunnam"), as Grantees, an undivided one-fourth (1/4) interest in the following described property in Brazoria County, Texas, to-wit:

Five acres of land known as Tract #21 in Subdivision #8 of the Brazos Coast Investment Co. Subdivision of the F.J. Calvit Survey, A-51, Brazoria County, Texas (less 1/256th non-participating royalty interest).

Being the same land described in Deed from Carlos Bee et al. to Thos. J. Jones dated August 31, 1909, and recorded in Vol. 93, Page 552, of the Deed Records of Brazoria County, Texas, and being the same interest acquired in Deed from J.W. Stone to H. Merlyn Christie and S.E. Dunnam, Jr., dated December 7, 1938, and recorded in Vol. 313, Page 437 of the Deed Records of Brazoria County, Texas;

WHEREAS, at the time Sam E. Dunnam acquired an undivided one-eighth (1/8) in and to the above-described property, he was married to and living with his first, wife, Virginia Illig Dunnam, and that such mineral interest in and under the above described property belonged to and constituted part of the community estate belonging to Sam E. Dunnam and Virginia Illig Dunnam;

WHEREAS, Virginia Illig Dunnam died testate having her residence and fixed place of domicile in Houston, Harris County, Texas, on September 27, 1961; that the Last Will of Virginia Illig Dunnam was duly admitted to probate in Harris County, Texas, on November 8, 1961, under Probate Docket No. 74-817 by Order of the Harris County, Texas, Probate Court; that under Paragraph 6. of the Last Will of Virginia Illig Dunnam, she appointed her husband, Samuel E. Dunnam, Jr. (being the same person as Sam E. Dunnam), Independent Executor under her will and of her estate and Trustee of all trusts created or continued therein, including but not limited to, The Virginia Illig Dunnam Estate Trust, which was the legatee of all real property interests owned by Virginia Illig Dunnam in the State of Texas at the time of her death, other than her residence in Harris County, Texas, including her undivided one-half (1/2) community interest in the undivided mineral interest described above, with her surviving husband, Sam E. Dunnam, owning the other undivided one-half (1/2) community interest; that subsequently, on November 14, 1961, the same Sam E. Dunnam qualified as Independent Executor and Trustee under the provisions of Paragraph 6. of the Last Will of Virginia Illig Dunnam; and that the Order of the Harris County, Texas, Probate Court admitting the Last Will of Virginia Illig Dunnam to probate, and the Letters Testamentary issued to Samuel E. Dunnam, Jr., as Independent Executor of the Estate of Virginia Illig Dunnam, Deceased, were recorded in Volume 849 at Pages 403 et seq., of the Deed Records of Brazoria County, Texas; that The Virginia Illig Dunnam Estate Trust endured for a term ending upon the death of the said Sam E. Dunnam, who died testate on November 2, 1983, having his residence and fixed place of domicile in Harris County, Texas; that upon termination of The Virginia Illig Dunnam Estate Trust, the undivided one-half (1/2) of the undivided one-eighth (1/8) interest in the above-described property devolved upon, in equal undivided portions of one-third (1/3) each, the three (3) sons and only

Page one of three

D-47

DUNNAM & STRONG
1400 ONE ALLEN CENTER
500 DALLAS STREET
HOUSTON, TEXAS 77002

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three (3) children born to the marriage of Virginia Illig Dunnam and Sam E. Dunnam, in accordance with the terms and provisions of The Virginia Illig Dunnam Estate Trust created under her Last Will, whose names, addresses, and social security numbers are as follows, to-wit:

SAM E. DUNNAM, IV
801 West 38th
Austin, Texas 78705
Social Security No.: 465-40-0150

JAMES M. DUNNAM
One Allen Center, Suite 1450
500 Dallas Street
Houston, Texas 77002
Social Security No.: 454-48-3857

ROBERT P. DUNNAM
9020 N. Capital of Texas Highway,
Suite 230
Austin, Texas 78759
Social Security No.: 459-54-4012

WHEREAS, the Last Will of Sam E. Dunnam was duly admitted to probate in Harris County Probate Court No. 1 on November 23, 1983, under Docket No. 189,059; that on the same date, the undersigned, James M. Dunnam, was duly appointed by Order of said Probate Court as Sole Independent Executor, without bond, under the Last Will of Sam E. Dunnam, Deceased, and qualified as such on November 23, 1983; that in such capacity, James M. Dunnam prepared and executed an instrument entitled "Affidavit Terminating the Virginia Illig Dunnam Estate Trust", which Affidavit was duly filed and recorded on December 16, 1983, in Volume 1748, Page 85, et seq., of the Deed Records of Brazoria County, Texas; that certified copies of the Last Will of Sam E. Dunnam, the Order of the Harris County Probate Court No. 1 admitting the same to probate, and Letters Testamentary issued to James M. Dunnam as Sole Independent Executor, were duly recorded on December 1, 1983, in Volume 1744 at Page 270, et seq., of the Deed Records of Brazoria County, Texas; that under the provisions of the Last Will of Sam E. Dunnam, his three (3) sons and only children were named as the residuary legatees to his Texas estate, and accordingly, the undivided one-half (1/2) of the undivided one-eighth (1/8) mineral interest owned by the said Sam E. Dunnam in and under the above-described property on the date of his death was devised in equal undivided one-third (1/3) portions to his three (3) sons and only children, Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam;

NOW, THEREFORE, I, James M. Dunnam, in my capacity as Sole Independent Executor of the Estate of Sam E. Dunnam, Deceased, as Grantor, for and in consideration of the mandates and directives of the Decedent's Last Will, do hereby CONVEY and DELIVER all of the undivided one-half (1/2) of the undivided one-eighth (1/8) interest previously owned by Sam E. Dunnam, in equal undivided one-third (1/3) portions to Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam, as Grantees;

TO HAVE AND TO HOLD, the above-described one-half (1/2) of an undivided one-eighth (1/8) interest unto the said Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam, in the proportions indicated, their respective heirs or assigns forever; and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend title to said undivided interest in the above-described property unto to the said Grantees, their respective heirs or assigns, against ever person whosoever lawfully claiming or to claim the same or any part thereof, by, through and under me, but not otherwise.

SO THAT, upon the death of Sam E. Dunnam, the execution and recordation in Brazoria County, Texas, of the instrument entitled

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"Affidavit Terminating The Virginia Illig Dunnam Estate Trust" and the certified copies of the Harris County Probate Court No. 1 proceeding had on the Estate of Sam E. Dunnam, including his Last Will, the Order of said Court admitting same to probate, and Letters Testamentary issued to James M. Dunnam, as Sole Independent Executor, the entire undivided one-eighth (1/8) interest in the above-described property is now vested in SAM E. DUNNAM, IV, JAMES M. DUNNAM, and ROBERT P. DUNNAM in equal undivided one-third (1/3) portions.

This Deed of Fee Land is made subject to the terms and provisions of all valid agreements of record in Brazoria County, Texas, affecting the property herein described.

EXECUTED this 31st day of August, 1985, in Houston, Harris County, Texas.


JAMES M. DUNNAM
Sole Independent Executor of the
Estate of Sam E. Dunnam, Deceased

THE STATE OF TEXAS §
COUNTY OF HARRIS §

DUNNAM & STRONG
1460 ONE ALLEN CENTER
800 DALLAS STREET
HOUSTON, TEXAS 77002

BEFORE ME, the undersigned authority, personally appeared JAMES M. DUNNAM and stated he executed the foregoing instrument in the capacity therein stated.

SUBSCRIBED and SWORN TO before me on this the 31st day of August, 1985.


Notary Public in and for
The State of Texas

[SEAL]

My commission expires: 7-15-89

MARIA ELIZABETH POORE
Notary Public, State of Texas
My Commission Expires July 15, 1989
Qualified by Local Agency, Lumber Supply Corp.

THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court for Brazoria County, Texas, do hereby certify that the instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORDS indicated and date as stamped herein by me.




Dolly Bailey
Clerk of Brazoria Co., TX

FILED FOR RECORD

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COUNTY CLERK
BRAZORIA COUNTY, TEXAS

35423

85195

8113

SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

§
§
§

This Supplemental Deed of Trust and Security Agreement executed by FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation (herein called "Grantor"), with its office, principal place of business and address at 1998 S. Post Oak Road, Houston, Texas 77056, to Walter B. Hendrick, Trustee, and his successor or successors or substitute in this trust, as "Trustee", in favor of MBANK HOUSTON, NATIONAL ASSOCIATION, and its successors and assigns (herein called the "Bank") as holder of the "Secured Obligations";

WITNESSETH:

WHEREAS, the Grantor executed and delivered that certain Deed of Trust and Security Agreement dated as of February 20, 1985 (herein called the "Deed of Trust"), to the Trustee, as Trustee, for the use and benefit of the Bank, as Beneficiary and Secured Party, covering and describing all those certain tract(s) or parcel(s) of land situated in Brazoria County, Texas, being more fully described in Exhibit A attached hereto and hereby referred to and incorporated for all purposes, together with certain other properties and rights as more fully described in the Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 5934, reference being here made to the Deed of Trust, and the record thereof for further description of the properties, rights and interests therein described (all such properties, rights and interests being hereinafter called the "Mortgaged Properties");

WHEREAS, the Deed of Trust was executed and delivered to secure certain "Secured Obligations" to the Bank, including specifically, without limitation, that certain promissory note dated January 16, 1985, executed by the Grantor, payable to the order of the Bank in the original principal amount of \$6,200,000 (the "Specific Indebtedness"), as more fully therein described and set forth, reference being here made to the Deed of Trust as fully and for all purposes as if set forth herein in full; and

WHEREAS, among the specific items of indebtedness included within the term "Secured Obligations" and secured by the Deed of Trust are any further sum or sums constituting further or future indebtedness of Grantor to the Bank which indebtedness may be evidenced in various manners, it being originally contemplated that Grantor would become so indebted to the Bank; and

WHEREAS, the note evidencing the Specific Indebtedness has been previously renewed, rearranged and extended by various written agreements, and pursuant to such written agreements, the Bank has made additional advances to Grantor, it being agreed that such additional advances constituted further or future indebtedness of Grantor to the Bank as originally contemplated in the Deed of Trust (said additional advances being hereinafter called the "Additional Advances"); and

WHEREAS, the Grantor has executed and delivered to the Bank that certain promissory note dated October 1, 1985 (the "New Note"), payable to the order of the Bank in the principal amount of \$7,300,000, being payable in the amounts, at the interest rate and on the dates stipulated therein and being finally due and payable on or before January 6, 1986; and

WHEREAS, the Grantor desires to evidence of record that (i) the New Note represents (a) the renewal, extension and rearrangement of the unpaid principal balance owing on the Specific Indebtedness, (b) the Additional Advances and (c) the extension of the maturity of all such indebtedness to January 6, 1986 and (ii) the liens, assignments and security interest created under and by virtue of the Deed of Trust shall secure not only the Specific Indebtedness and the other Secured Obligations therein specifically described, but all indebtedness of Grantor now existing and hereafter arising under and by virtue of the New Note or any other instruments evidencing or securing the indebtedness evidenced by the New Note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the Grantor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY unto the Trustee, all the Mortgaged Properties described in the Deed of Trust and, Grantor, as Debtor, does hereby grant to the Bank, as Secured Party, a security interest in all the Mortgaged Properties which may be subject to the Uniform Commercial Code; all for the purpose of securing (i) the indebtedness evidenced by the New Note; (ii) all other and future indebtedness of Grantor, now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the New Note and (iii) any and all renewals, extensions or rearrangements of all or any part of said indebtedness; for all intents and purposes as if all such indebtedness were specifically described and included within the term "Secured Obligations" as set forth in the Deed of Trust. Except as herein supplemented to specifically secure the indebtedness of Grantor hereinabove set forth, the Deed of Trust is hereby ratified and confirmed as being in full force and effect for all purposes as a first and prior lien and security interest upon the Mortgaged Properties.

EXECUTED on the date of the acknowledgments set forth hereinbelow, to be effective, however, for all purposes as of the 1st day of October, 1985.

FISH ENGINEERING & CONSTRUCTION,

INCO

By

Name

Title

G. Byron Smith
G. BYRON SMITH
V. Pres.

GRANTOR AND DEBTOR

MBANK HOUSTON, NATIONAL ASSOCIATION

By

Name

Title

Thomas James Smith
THOMAS JAMES SMITH
Assistant Vice President

DEBENTURARY AND
SECURED PARTY

85195 826

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
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This instrument was acknowledged before me on
October 10, 1985 by G. Byron Smith
Vice President of FISH ENGINEERING & CONSTRUCTION
INC., a Texas corporation, on behalf of said corporation.



KAREN HENSFIELD
Notary Public for the State of Texas
My Commission Expires 02-02-88

My Commission Expires:

Karen J. Hensfield

Notary Public in and for
the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

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§

This instrument was acknowledged before me on
October 10, 1985 by Theresa Jamaica Sewell
Asst. Vice President of MBANK HOUSTON, NATIONAL ASSOCIATION,
a national banking association, on behalf of said banking
association.



KAREN HENSFIELD
Notary Public for the State of Texas
My Commission Expires 02-02-88

My Commission Expires:

Karen J. Hensfield

Notary Public in and for
the State of Texas

EXHIBIT A
to
SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

From
FISH ENGINEERING & CONSTRUCTION, INC. ("Grantor")

to
Walter B. Hendrick, Trustee
for the use and benefit
of
MBANK HOUSTON, NATIONAL ASSOCIATION

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,
S. 50 degrees 30' W. a distance of 132.60 feet,
S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from S. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

4. Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from S. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

5. THE SURFACE AND SURFACE ONLY of Tract 24, Brasos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

6. THE SURFACE AND SURFACE ONLY of Tract 25, Brasos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

7. Tract 55, Brasos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

9. Tract 58, of the Brasos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

THIS DEED OF TRUST
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County,
Texas, do hereby certify that the instrument was FILED FOR RECORD and
RECORDED in the Volume 2, Page 141 et seq. of the OFFICIAL RECORD platbook
and same is attached hereto by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

EXHIBIT A
Page 2

FILED FOR RECORD

OCT 11 11 59 AM '85

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

✓
RETURN TO: *Karen*
HERITAGE TITLE COMPANY
6710 Texas Commerce Tower
Houston, Texas 77002

85-15894 RH

35424

SUBORDINATION AND CONSENT AGREEMENT

THE STATE OF TEXAS
COUNTIES OF BRAZORIA
and HARRIS

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This SUBORDINATION AND CONSENT AGREEMENT executed by and between C. B. AMES, THE FISH INVESTMENT CORPORATION, a Texas corporation, T. D. TABBERT and DON M. SIMECHECK (hereinafter collectively called the "Junior Lien Holders"), FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation (hereinafter called "Fish Engineering") and MBANK HOUSTON, NATIONAL ASSOCIATION (hereinafter called "Bank"),

W I T N E S S E T H :

WHEREAS, Fish Engineering executed that certain promissory note dated January 16, 1985 (the "Original Note"), payable to the order of the Bank, in the original principal amount of SIX MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$6,200,000.00), as further described in and secured by (i) that certain Deed of Trust and Security Agreement dated February 20, 1985 (the "Harris County Deed of Trust"), executed by Fish Engineering to Walter B. Hendrick, Trustee, covering and describing those certain tracts or parcels of land situated in Harris County, Texas (the "Harris County Properties"), the Harris County Properties being more particularly described in the Harris County Deed of Trust recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. J907610, to which Harris County Deed of Trust and its record reference is here made for all purposes, and (ii) that certain Deed of Trust and Security Agreement dated February 20, 1985 (the "Brazoria County Deed of Trust"), executed by Fish Engineering to Walter B. Hendrick, Trustee, covering and describing those certain tracts or parcels of land situated in Brazoria County, Texas (the "Brazoria County Properties"), the

Brazoria County Properties being more particularly described in the Brazoria County Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 5934, to which Brazoria County Deed of Trust and its record reference is here made for all purposes; said Harris County Deed of Trust and said Brazoria County Deed of Trust being herein collectively called the "First Lien Instruments" and said Harris County Properties and said Brazoria County Properties, together with all improvements and structures located thereon, being herein collectively called the "Mortgaged Properties"; and

WHEREAS, the indebtedness evidenced by the Original Note has been previously renewed, rearranged and extended by various written agreements and, pursuant to such written agreements, the Bank has made additional advances to Fish Engineering, it having been agreed that such additional advances constituted further or future indebtedness of Fish Engineering to the Bank as originally contemplated in the First Lien Instruments (such additional advances being hereinafter called the "Additional Advances"); and

WHEREAS, both the indebtedness evidenced by the Original Note and the Additional Advances have been renewed and extended in accordance with the terms and conditions set forth in (i) that certain promissory note dated October 1, 1985 (the "New Note") executed by Fish Engineering, payable to the order of the Bank, in the original principal amount of \$7,300,000.00, and (ii) those two (2) certain Supplemental Deeds of Trust and Security Agreements dated effective October 1, 1985 (hereinafter called the "Supplemental Deeds of Trust") executed by Fish Engineering and the Bank, recorded under Clerk's File No. _____ in the Official Public Records of Real Property of Harris County, Texas and under County Clerk's File No. *35423 in the Official Records of Real Property of Brazoria County, Texas; and

WHEREAS, Fish Engineering and the Junior Lien Holders have executed a certain Indemnity and Performance Agreement of even date herewith and Fish Engineering desires to assure to the Junior Lien Holders the performance of Fish Engineering's obligations under such Indemnity and Performance Agreement by executing a junior deed of trust in favor of the Junior Lien Holders covering the Mortgaged Properties; and

WHEREAS, Fish Engineering has requested that the Bank consent to the Junior Lien Holders' taking a junior deed of trust (the "Junior Lien Deed of Trust") covering the Mortgaged Properties, such Junior Lien Deed of Trust to be expressly subject and subordinate to the First Lien Instruments; and

WHEREAS, as a condition to the Bank's consenting to Junior Lien Holders' taking of the Junior Lien Deed of Trust, the Bank has requested that Junior Lien Holders evidence in writing that all liens, mortgages, security interests, assignments and encumbrances created under or by virtue of the Junior Lien Deed of Trust shall be expressly subordinate to the liens, mortgages, security interests, assignments and encumbrances created under or by virtue of the First Lien Instruments.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Junior Lien Holders, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid to the Junior Lien Holders by the Bank, do covenant and agree with the Bank that all liens, mortgages, security interests, assignments and encumbrances covering or affecting all or any part of the Mortgaged Properties and created under or by virtue of, or renewed and extended by, the Junior Lien Deed of Trust, shall be and are hereby made expressly SUBORDINATE, INFERIOR and SECONDARY to all liens, mortgages, security interests, assignments and encumbrances created under or by virtue of, or renewed, extended and supplemented by, the First Lien Instruments and the Supplemental

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Deeds of Trust, given to secure the payment of the indebtedness evidenced by the New Note, all advances made and which may be made by the Bank under the First Lien Instruments, as supplemented by the Supplemental Deeds of Trust, and all renewals, rearrangements and extensions of the New Note or any other indebtedness described in the First Lien Instruments; and notice of any such renewal, extension or rearrangement and the consent thereto of Junior Lien Holders shall not be necessary.

Furthermore, in accordance with Section 5.1(j) of the First Lien Instruments, the Bank hereby consents to Fish Engineering's execution of the Junior Lien Deed of Trust in favor of the Junior Lien Holders; provided, however, this Consent shall not be deemed a consent to or waiver of any of the terms of said Section 5.1(j) with regard to any other or future encumbrances against the Mortgaged Properties.

The terms and provisions hereof shall be binding upon the Junior Lien Holders and their respective heirs, successors and assigns and shall inure to the benefit of the Bank and its successors and assigns and all subsequent holders of the New Note or any part of the indebtedness represented thereby.

EXECUTED this 10 day of October, 1985.

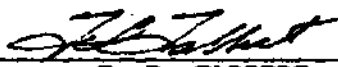

C. B. AMES

THE FISH INVESTMENT CORPORATION

By 

Name

Title 


T. D. TABBERT


DON M. SIMECHECK

[SIGNATURES CONTINUED ON
NEXT PAGE]

85195 833

FISH ENGINEERING & CONSTRUCTION,
INC.

By J. D. [Signature]
Name G. B. [Signature]
Title V. Pres.

MBANK HOUSTON, NATIONAL
ASSOCIATION

By Thomas James [Signature]
Name Thomas James [Signature]
Title Assistant Vice President

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on
October 10, 1985 by C. B. AMES.



KAREN HIGHFIELD
Notary Public for the State of Texas
My Commission Expires 02-02-88

Karen J. Highfield
Notary Public in and for
the State of Texas

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on
October 10, 1985 by J. B. [Signature]
President of THE FISH INVESTMENT CORPORATION, a
Texas corporation, on behalf of said corporation.



KAREN HIGHFIELD
Notary Public for the State of Texas
My Commission Expires 02-02-88

Karen J. Highfield
Notary Public in and for
the State of Texas

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on
October 10, 1985 by T. D. TABBERT.



KAREN HIGHFIELD
Notary Public for the State of Texas
My Commission Expires 02-02-88

Karen J. Highfield
Notary Public in and for
the State of Texas

THE STATE OF TEXAS

COUNTY OF Harris§
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This instrument was acknowledged before me on
October 10, 1985 by DON M. SIMECHECK.



KAREN HIGHFIELD
 Notary Public for the State of Texas
 My Commission Expires 08-08-88

Karen J. Highfield
 Notary Public in and for
 the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on
October 10, 1985 by B. Byron Smith
Vice President of FISH ENGINEERING & CONSTRUCTION,
 INC., on behalf of said corporation.



KAREN HIGHFIELD
 Notary Public for the State of Texas
 My Commission Expires 08-08-88

Karen J. Highfield
 Notary Public in and for
 the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on
October 10, 1985 by Thomas Jamais Swell
Vice President of MBANK HOUSTON, NATIONAL
 ASSOCIATION, a national banking association, on behalf of said
 banking association.



KAREN HIGHFIELD
 Notary Public for the State of Texas
 My Commission Expires 08-08-88

Karen J. Highfield
 Notary Public in and for
 the State of Texas

THE STATE OF TEXAS
 COUNTY OF BRAZORIA
 I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County,
 Texas, do hereby certify that the foregoing was FILED FOR RECORDING
 RECORDED in the Volume and page of the OFFICIAL RECORDS attached
 and duly attested herein by me.



Dolly Bailey
 County Clerk of Brazoria Co., TX

FILED FOR RECORD

OCT 11 11 59 AM '85

Dolly Bailey
 COUNTY CLERK
 BRAZORIA COUNTY, TEXAS

RETURN TO: Karen

HERITAGE TITLE COMPANY
 6710 Texas Commerce Tower
 Houston, Texas 77002

85-15894 PH

35425

Prepared by the State Bar of Texas for use by lawyers only. Revised 1-1-76.
 Revised as to interest and to include grantor's address (art. 6626, RCS) 1-1-82.
 Revised as to sale on default (§ 51.002, Prop. Code) 10-83.

85195 835

DEED OF TRUST

THE STATE OF TEXAS
 COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That **FISH ENGINEERING & CONSTRUCTION, INC., a TEXAS corporation**
 whose address is 1980 South Post Oak Road, Houston, Texas, 77056

of Harris County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto **DAVID A. WERNER** Trustee, of Harris County, Texas, and his substitutes or successors, all of the following described property situated in Brazoria County, Texas, to-wit: and more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of that certain Indemnity and Payment Agreement executed by Grantors/ payable to the order of INVESTMENT CORPORATION, a Delaware corporation of even date herewith in the principal sum of the maximum of

for the benefit of C.B. AMES, T.D. TABBERT, D.M. SIMECHECK and FISH
 executed by Grantors/ payable to the order of INVESTMENT CORPORATION, a Delaware corporation

in the City of Houston, Harris

County, Texas, to-wit: and more

as set forth therein;

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, as to preserve and maintain the lien hereby created in a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and wind-storms, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, and mailing and filing notices as required by section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary, if he is the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which said property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialman's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holder of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

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268
56159

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note hereunder, Beneficiary, his agent or representative, is hereby authorized, in his option, to collect said rents, or if such property is leased to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrances, mortgages or purchase, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any lien that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

Addendum A is attached hereto and incorporated herein for all purposes.

EXECUTED this 10th day of October A. D. 1985

FISH ENGINEERING & CONSTRUCTION, INC.
By: G. Byron Smith
Name: G. Byron Smith
Title: V. Pres.

ADDENDUM TO DEED OF TRUST EXECUTED BY FISH ENGINEERING &
CONSTRUCTION, INC., A TEXAS CORPORATION TO DAVID A. WERNER, TRUSTEE
FOR THE BENEFIT OF C. B. AMES, THE FISH INVESTMENT CORPORATION,
T. D. TABBERT AND DON M. SIMECHECK

1. Grantor has previously executed that certain promissory note dated January 16, 1985 payable to the order of MBank Houston, National Association, in the original principal amount of Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00), as further described in and secured by (i) that certain Deed of Trust and Security Agreement dated February 20, 1985, executed by Fish Engineering to Walter Hendrick, Trustee, covering and describing the property described therein, said Deed of Trust recorded in the Official Public Records of Real Property of Harris County, Texas under Harris County Clerk's File No. J-907610; and (ii) that certain Deed of Trust and Security Agreement dated February 20, 1985, executed by Fish Engineering to Walter E. Hendrick, Trustee covering and describing certain property more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes, said Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under Brazoria County Clerk's File 5934, said Note and Deeds of Trust have previously been renewed, extended, modified and supplemented and may hereafter be renewed, extended, modified or supplemented. Grantor hereby covenants that in the event of a default under the terms of the Note executed in favor of MBank Houston, National Association or any document executed in connection with or as security therefore including, but not limited to the Deeds of Trust described in this paragraph, Same shall be considered an event of default under the terms and conditions of the grants hereby made and beneficiaries hereof will be entitled to all of the remedies contained herein including acceleration of the debt hereby secured and foreclosure of the liens hereby granted.
2. It is expressly agreed that liens hereby granted shall be and are hereby expressly subordinate, inferior and secondary to all liens, mortgages security interests, assignments and encumbrances created under or by virtue of or renewed, extended and supplemented by the promissory note and liens described in Paragraph 1. directly above.

FISH ENGINEERING & CONSTRUCTION, INC.

By: G. Byron Smith

Name: G. Byron Smith

Office: V-Prod

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 10th day of October, 1985, by G. Byron Smith, Vice President for Fish Engineering & Construction, Inc.



KAREN JO HOFFMANN
Notary Public for the State of Texas
My Commission Expires 08-08-88

Karen J. Hoffmann
Notary Public in and for the
State of Texas

My Commission Expires:

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

4. Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

5. THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

7. Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that the foregoing map PLATED FROM AN INSTRUMENT RECORDED in the Volume and page of the OFFICIAL RECORDS on the time and date as stamped herein by me.



Dolly Bailey
County Clerk of Brazoria Co., Tx.

EXHIBIT A
Page 2

FILED FOR RECORD

OCT 11 11 59 AM '85

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

RETURN TO: *Karen*
HERITAGE TITLE COMPANY
6710 Texas Commerce Tower
Houston, Texas 77002
85-15894 RH

SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS
COUNTY OF BRAZORIA

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§

This Second Supplemental Deed of Trust and Security Agreement executed by FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation (herein called "Grantor"), with its office, principal place of business and address at 1990 S. Post Oak Road, Houston, Texas 77056, to Walter B. Hendrick, Trustee, and his successor or successors or substitute in this trust, as "Trustee", in favor of MBANK HOUSTON, NATIONAL ASSOCIATION, and its successors and assigns (herein called the "Bank") as holder of the "Secured Obligations";

W I T N E S S E T H :

WHEREAS, the Grantor executed and delivered that certain Deed of Trust and Security Agreement dated as of February 20, 1985 (herein called the "Original Deed of Trust"), to the Trustee, as Trustee, for the use and benefit of the Bank, as Beneficiary and Secured Party, covering and describing all those certain tract(s) or parcel(s) of land situated in Brazoria County, Texas, being more fully described in Exhibit A attached hereto and hereby referred to and incorporated for all purposes, together with certain other properties and rights as more fully described in the Original Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 5934, reference being here made to the Original Deed of Trust, and the record thereof for further description of the properties, rights and interests therein described (all such properties, rights and interests being hereinafter called the "Mortgaged Properties");

WHEREAS, the Original Deed of Trust was executed and delivered to secure certain "Secured Obligations" to the Bank, including specifically, without limitation, that certain promissory note dated January 16, 1985, executed by the Grantor, payable to the order of the Bank in the original principal amount of \$6,200,000 (the "Original Note"), as more fully therein described and set forth, reference being here made to the Original Deed of Trust as fully and for all purposes as if set forth herein in full; and

WHEREAS, among the specific items of indebtedness included within the term "Secured Obligations" and secured by the Original Deed of Trust are (i) any and all renewals, rearrangements and extensions of the indebtedness described therein and (ii) any further sum or sums constituting further or future indebtedness of Grantor to the Bank which indebtedness may be evidenced in various manners, it being originally contemplated that Grantor would become so indebted to the Bank; and

WHEREAS, the Original Note was renewed, rearranged and extended by various written agreements, and pursuant to such written agreements, the Bank made additional advances to Grantor, it having been agreed that such additional advances constituted further or future indebtedness of Grantor to the

Bank as originally contemplated in the Original Deed of Trust (said additional advances being hereinafter called the "Additional Advances"); and

WHEREAS, the Grantor and the Bank agreed to a further renewal, extension and rearrangement of (i) the unpaid principal balance owing on the Original Note and (ii) the Additional Advances, such unpaid principal balance owing on the Original Note and such Additional Advances being evidenced by that certain promissory note dated October 1, 1985 (the "First Renewal Note"), payable to the order of the Bank in the original principal amount of \$7,300,000, being payable in the amounts, at the interest rate and on the dates stipulated therein and being finally due and payable on or before January 6, 1986; and

WHEREAS, the Grantor and the Bank executed that certain Supplemental Deed of Trust and Security Agreement dated as of October 1, 1985 (the "Supplemental Deed of Trust"), whereby Grantor ratified, confirmed, agreed and acknowledged that the liens, assignments and security interest created under and by virtue of the Original Deed of Trust continued in full force and effect for the purpose of securing (i) the First Renewal Note, (ii) all other and future indebtedness of Grantor, then existing or thereafter arising under or by virtue of the instruments evidencing or securing the First Renewal Note and (iii) any and all renewals, extensions or rearrangements of all or any part of said indebtedness, the Supplemental Deed of Trust being recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 35423 (the Original Deed of Trust, as supplemented by the Supplemental Deed of Trust, being hereinafter collectively called the "Deed of Trust"); and

WHEREAS, the Grantor and the Bank have agreed that (i) the unpaid indebtedness evidenced by the First Renewal Note shall be renewed, extended and rearranged as set forth hereinbelow and (ii) the Bank shall make certain additional advances to the Grantor (the "New Additional Advances"), which New Additional Advances constitute further or future indebtedness of the Grantor to the Bank as originally contemplated in the Deed of Trust; and

WHEREAS, the unpaid indebtedness owing on the First Renewal Note and the New Additional Advances are now evidenced by (i) that certain promissory note dated November 4, 1985 (the "Revolving Note"), executed by the Grantor, payable to the order of the Bank, in the original principal amount of \$5,000,000, being payable in the amounts, at the interest rate and on the dates stipulated therein and being finally due and payable on or before September 1, 1987, and (ii) that certain promissory note dated November 4, 1985 (the "Demand Note"), executed by the Grantor, payable to the order of the Bank, in the original principal amount of \$2,800,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on or before January 6, 1986 (the Revolving Note and the Demand Note being hereinafter collectively called the "Second Renewal Notes"); and

WHEREAS, the Grantor desires to evidence of record that (i) the Second Renewal Notes represent (a) the renewal,

extension and rearrangement of the unpaid principal balance owing on the First Renewal Note and (b) the New Additional Advances and (ii) the liens, assignments and security interest created under and by virtue of the Deed of Trust shall secure not only the Second Renewal Notes, but all indebtedness of Grantor now existing or hereafter arising under and by virtue of the Second Renewal Notes or any other instruments evidencing or securing the indebtedness evidenced by the Second Renewal Notes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the premises and the mutual covenants and agreements of the parties contained herein, the Grantor and the Bank agree that the indebtedness evidenced by the First Renewal Note has been renewed, extended and rearranged all in accordance with the terms of and as set forth in the Second Renewal Notes.

Further, the Grantor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY unto the Trustee, all the Mortgaged Properties described in the Deed of Trust and, Grantor, as Debtor, does hereby grant to the Bank, as Secured Party, a security interest in all the Mortgaged Properties which may be subject to the Uniform Commercial Code; all for the purpose of securing (i) the indebtedness evidenced by the Second Renewal Notes; (ii) all other and future indebtedness of Grantor, now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the Second Renewal Notes and (iii) any and all renewals, extensions or rearrangements of all or any part of said indebtedness; for all intents and purposes as if all such indebtedness were specifically described and included within the term "Secured Obligations" as set forth in the Deed of Trust. Except as herein supplemented to specifically secure the indebtedness of Grantor hereinabove set forth, the Deed of Trust is hereby ratified and confirmed as being in full force and effect for all purposes as a first and prior lien and security interest upon the Mortgaged Properties.

EXECUTED in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one in the same instrument, as of the 4th day of November, 1985.

FISH ENGINEERING & CONSTRUCTION,
INC.

By

Name

Title

J. D. Bryant
Senior Vice President

GRANTOR AND DEBTOR

MBANK HOUSTON, NATIONAL ASSOCIATION

By

Name

Title

Therese J. Smith
Therese J. Smith
Assistant Vice President

BENEFICIARY AND
SECURED PARTY

85210 421

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on
November 12, 1985 by G. Burton Smith
As Vice President of FISH ENGINEERING & CONSTRUCTION,
INC., a Texas corporation, on behalf of said corporation.

Marilyn J. Kocian

My Commission Expires:

Nov 30, 1988

Notary Public in and for
the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

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§
§

This instrument was acknowledged before me on
November 12, 1985 by Theresa Jamail Sewell
Assistant Vice President of MBANK HOUSTON, NATIONAL ASSOCIATION,
a national banking association, on behalf of said banking
association.

Sonja Bunch

My Commission Expires:

SONJA BUNCH

Notary Public, State of Texas

My Commission Expires June 5, 1989

Sonja Bunch
Notary Public in and for
the State of Texas

EXHIBIT A

to

SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

from

FISH ENGINEERING & CONSTRUCTION, INC. ("Grantor")

to

Walter B. Hendrick, Trustee
for the use and benefit

of

MBANK HOUSTON, NATIONAL ASSOCIATION

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

4. Tract No. 36, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

5. THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

7. Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court for Brazoria County,
Texas, do hereby certify that this instrument was FILED FOR RECORD and
RECORDED in the Volume and page of the OFFICIAL RECORD in the State
and that the same has been by me.



Dolly Bailey
County Clerk of Brazoria Co. TX

EXHIBIT A
Page 2

FILED FOR RECORD

Nov 18 1 30 PM '85

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

Return To:
MEMPHIS TEXAS
P. O. Box 2629
Houston, Texas 77258
Attn: Loan Services - Velma

THIRD SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

This Third Supplemental Deed of Trust and Security Agreement executed by FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation (herein called "Grantor", with its office, principal place of business and address at 1990 S. Post Oak Road, Houston, Texas 77056 and MBANK HOUSTON, NATIONAL ASSOCIATION, and its successors and assigns (herein called the "Bank") as holder of the "Secured Obligations";

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered that certain Deed of Trust and Security Agreement dated as of February 20, 1985 (herein called the "Original Deed of Trust"), to Walter B. Hendrick, Trustee, and his successor or successors or substitute in the trust, as "Trustee", for the use and benefit of the Bank, as Beneficiary and Secured Party, covering and describing all those certain tract(s) or parcel(s) of land situated in Brazoria County, Texas, being more fully described in Exhibit A attached hereto and hereby referred to and incorporated for all purposes, together with certain other properties and rights as more fully described in the Original Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 5934, reference being here made to the Original Deed of Trust, and the record thereof for further description of the properties, rights and interests therein described (all such properties, rights and interests being hereinafter called the "Mortgaged Properties");

WHEREAS, the Original Deed of Trust was executed and delivered to secure certain "Secured Obligations" to the Bank, including specifically, without limitation, that certain promissory note dated January 16, 1985, executed by Grantor, payable to the order of the Bank in the original principal amount of \$6,200,000 (the "Original Note"), as more fully therein described and set forth, reference being here made to the Original Deed of Trust as fully and for all purposes as if set forth herein in full; and

WHEREAS, among the specific items of indebtedness included within the term "Secured Obligations" and secured by the Original Deed of Trust are (i) any and all renewals, rearrangements and extensions of the indebtedness described therein and (ii) any further sum or sums constituting further or future indebtedness of Grantor to the Bank which indebtedness may be evidenced in various manners, it being originally contemplated that Grantor would become so indebted to the Bank; and

WHEREAS, the Original Note was renewed, rearranged, and extended by various written agreements, and pursuant to such written agreements, the Bank made additional advances to Grantor, it having been agreed that such additional advances constituted further or future indebtedness of Grantor to the Bank as originally contemplated in the Original Deed of Trust (said additional advances being hereinafter called the "Additional Advances"); and

WHEREAS, Grantor and the Bank agreed to a further renewal, extension and rearrangement of (i) the unpaid principal balance owing on the Original Note and (ii) the Additional Advances, such unpaid principal balance owing on the Original Note and such Additional Advances being evidenced by that certain promissory note dated October 1, 1985 (the "First Renewal Note"), payable to the order of the Bank in the original principal amount of \$7,300,000, being payable in the amounts, at the interest rate and on the dates stipulated therein and being finally due and payable on or before January 6, 1986; and

WHEREAS, Grantor and the Bank executed that certain Supplemental Deed of Trust and Security Agreement dated as of October 1, 1985 (the "Supplemental Deed of Trust"), whereby Grantor ratified, confirmed, agreed and acknowledged that the liens, assignments, and security interests created under and by virtue of the Original Deed of Trust continued in full force and effect for the purpose of securing (i) the First Renewal Note, (ii) all other and future indebtedness of Grantor then existing or thereafter arising under or by virtue of the instruments evidencing or securing the First Renewal Note and (iii) any and all renewals, extensions or rearrangements of all or any part of said indebtedness, the Supplemental Deed of Trust being recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 35423; and

WHEREAS, Grantor and the Bank agreed (i) to a further renewal, extension and rearrangement of the unpaid principal balance owing on the First Renewal Note and (ii) that the Bank would make certain additional advances to the Grantor (the "New Additional Advances"), which New Additional Advances constituted further or future indebtedness of the Grantor to the Bank as originally contemplated in the Original Deed of Trust; and

WHEREAS, the unpaid principal balance owing on the First Renewal Note and the New Additional Advances were evidenced by (i) that certain promissory note dated November 4, 1985 (the "Term Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$5,000,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on September 1, 1987, and (ii) that certain promissory note dated November 4, 1985 (the "Revolving Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$2,800,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on January 6, 1986 (the Term Demand Note and the Revolving Demand Note being hereinafter sometimes collectively called the "Second Renewal Notes"); and

WHEREAS, Grantor and the Bank executed that certain Second Supplemental Deed of Trust and Security Agreement dated as of November 4, 1985 (the "Second Supplemental Deed of Trust"), whereby Grantor ratified, confirmed, agreed and acknowledged that the liens, assignments, and security interests created under and by virtue of the Original Deed of Trust, as supplemented by the Supplemental Deed of Trust, continued in full force and effect for the purpose of securing (i) the indebtedness evidenced by the Second Renewal Notes, (ii) all other and future indebtedness of Grantor now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the Second

Renewal Notes and (iii) any and all renewals, extensions, or rearrangements of all or any part of said indebtedness, the Second Supplemental Deed of Trust being recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 39994 (the Original Deed of Trust, as supplemented by the First Supplemental Deed of Trust and the Second Supplemental Deed of Trust being hereinafter collectively called the "Deed of Trust"); and

WHEREAS, pursuant to various written agreements between Grantor and the Bank, (i) the unpaid principal balance owing on the Revolving Demand Note was renewed, rearranged and extended and was evidenced by that certain promissory note dated July 15, 1987 (the "Second Revolving Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$3,200,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on September 1, 1987 and (ii) the Bank made certain additional advances to Grantor, which additional advances were evidenced by that certain promissory note dated July 22, 1987 (the "Additional Advances Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$500,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on September 1, 1987, it having been agreed that such additional advances constituted further or future indebtedness of Grantor to the Bank as originally contemplated in the Deed of Trust; and

WHEREAS, Grantor and the Bank have agreed to a renewal, rearrangement and extension of the unpaid principal balance owing on the Term Demand Note, the Second Revolving Demand Note and the Additional Advances Note as set forth hereinbelow; and

WHEREAS, the unpaid principal balance owing on the Term Demand Note is now evidenced by that certain promissory note dated as of September 1, 1987 (the "New Term Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$3,213,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on October 15, 1988; and

WHEREAS, the unpaid principal balance owing on the Second Revolving Demand Note and the Additional Advances Note are now evidenced by that certain promissory note dated as of September 1, 1987 (the "New Revolving Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$3,300,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on October 15, 1987; and

WHEREAS, Grantor desires to evidence of record that the liens, assignments and security interests created under and by virtue of the Deed of Trust shall secure not only the New Term Demand Note and the New Revolving Demand Note, but all indebtedness of Grantor now existing or hereafter arising under and by virtue of the New Term Demand Note and the New Revolving Demand Note or any other instruments evidencing or securing the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the premises and the mutual covenants and agreements of the parties contained herein, Grantor and the Bank agree that the indebtedness evidenced by the Term Demand Note, the Second Revolving Demand Note and the Additional Advances Note have been renewed, extended and rearranged all in accordance with the terms of and as set forth in the New Term Demand Note and the New Revolving Demand Note.

Grantor does hereby ratify, confirm, agree and acknowledge that all liens, assignments and security interests securing the payment of the Original Note, the First Renewal Note, the Second Renewal Notes, the Second Revolving Demand Note and the Additional Advances Note, including, without limitation, the Deed of Trust, are continued in full force and effect for the purpose of securing the New Term Demand Note, the New Revolving Demand Note and any and all other indebtedness of Grantor now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note and any renewals, rearrangements or extensions thereof. Further, Grantor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, and CONVEY unto the Trustee, all the Mortgaged Properties described in the Deed of Trust and, Grantor, as Debtor, does hereby grant to the Bank, as Secured Party, a security interest in all the Mortgaged Properties which may be subject to the Uniform Commercial Code; all for the purpose of securing (i) the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note; (ii) all other and future indebtedness of Grantor, now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note and (iii) any and all renewals, extensions, or rearrangements of all or any part of said indebtedness; for all intents and purposes as if all such indebtedness were specifically described in the Deed of Trust. Except as herein supplemented to specifically secure the indebtedness of Grantor hereinabove set forth, the Deed of Trust is hereby ratified and confirmed as being in full force and effect for all purposes as a first and prior lien and security interest upon the Mortgaged Properties.

EXECUTED in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument, as of the 1st day of September, 1987.

FISH ENGINEERING & CONSTRUCTION,
INC.

By [Signature]
Name G. B. FISH
Title President

GRANTOR AND DEBTOR

MBank Houston, National Association
910 Travis Street
Houston, Texas 77002

MBANK HOUSTON, NATIONAL ASSOCIATION

By [Signature]
Name Thomas J. Smith
Title Vice President

BENEFICIARY AND SECURED PARTY

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of September, 1987, by G. Byron Smith, Sr. Vice President of Fish Engineering & Construction, Inc., a Texas corporation, on behalf of said corporation.

My Commission Expires: 4/15/90

Rosario Barrientos
 (Rosario Barrientos)
 Notary Public in and for
 the State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of September, 1987, by Theresa Kamil Sewell, Vice President of MBank Houston, National Association, a national banking association, on behalf of said association.

My Commission Expires: 4/15/90

Rosario Barrientos
 (Rosario Barrientos)
 Notary Public in and for
 the State of Texas

EXHIBIT A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of Land, more or less.

3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

4. Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

5. THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

7. Tract 35, Brazos Coast Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

8. Tract 37 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

9. Tract 38, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED on this day, and that page of the OFFICIAL RECORD of the 1987 and that on previous pages be so.



Dolly Bailey
County Clerk of Brazoria Co., TX

✓
WHEN RECORDED, RETURN TO

LISA J. RICHARDSON
FULBRIGHT & JAWORSKI
SILVER
10000 W. 10TH AVE
HOUSTON, TEXAS 77036
2012

FILED FOR RECORD

SEP 28 9 16 AM '87

Dolly Bailey
COUNTY CLERK
Brazoria County, Texas

EXHIBIT A
Page 2

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HOUSTON/FISH ENGINEERING/HARRIS AND BRAZORIA

WHEN RECORDED RETURN TO:

David R. Hewlett
Winstead, McGuire, Sechrest & Minick
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

ASSIGNMENT OF LOAN DOCUMENTS, LIENS AND SECURITY INTERESTS

STATE OF TEXAS §
 §
COUNTIES OF HARRIS §
 AND BRAZORIA §

1. Assignment. MBANK HOUSTON, N.A., a national banking association ("Assignor"), for good and valuable consideration received from MCORP MANAGEMENT SOLUTIONS INC., a Texas corporation ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and by these presents does TRANSFER, ASSIGN, GRANT and CONVEY unto Assignee, its successors and assigns the Loan Documents (hereinafter defined), together with all attendant liens, rights, titles, assignments and interests (including security interests in fixtures and otherwise), pertaining to or arising from the Loan Documents or indebtedness described therein (the "Loan") TO HAVE AND TO HOLD the Loan Documents together with all attendant liens, rights, titles, assignments and interests (including security interests in fixtures and otherwise) pertaining to or arising from the indebtedness described therein unto Assignee, its successors and assigns to its and their own use and behalf (referred to herein, collectively, as the "Collateral").

2. Assigned Documents. As used herein, the term "Loan Documents" shall mean, collectively, the following:

A. Commercial Term Note (the "Note") dated September 1, 1987, executed by Fish Engineering & Construction, Inc. ("Borrower") in the original principal amount of \$3,213,000.00.

B. Letter Agreement dated September 1, 1987, by and between Assignor and Borrower.

C. Letter Agreement dated May 8, 1987, between Assignor, Fish E. & C. Investments, Ltd. and the Royal Bank of Canada.

D. Assignment and Hypothecation, dated May 8, 1987, between Fish E. & C. Investments, Ltd. and Assignor.

E. Deed of Trust dated February 20, 1985, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. KJ907610, Film Reference No. 028-74-0389, covering the real property described in Exhibit "A" attached hereto and incorporated herein for all purposes, and the other real and personal property described therein including but not limited to any and all fixtures.

F. Supplemental Deed of Trust and Security Agreement dated October 1, 1985, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. 8244343, Film Reference No. 028-74-0370.

G. Second Supplemental Deed of Trust and Security Agreement dated November 4, 1985, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. K296136, Film Reference No. 031-77-0721.

H. Third Supplemental Deed of Trust and Security Agreement dated September 1, 1987, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. L346784, Film Reference No. 193-24-2469.

I. Deed of Trust and Security Agreement, dated February 20, 1985, and recorded in Volume 85104, Page 428 of the Official Records of Real Property of Brazoria County, Texas covering the real property described in Exhibit "B" attached hereto and incorporated herein for all purposes and the other real and personal property described therein including but not limited to any and all fixtures.

J. Supplemental Deed of Trust and Security Agreement dated October 1, 1985, and recorded in Volume 85195, Page 824 of the Official Records of Real Property of Brazoria County, Texas.

K. Second Supplemental Deed of Trust and Security Agreement dated November 4, 1985, and recorded in Volume 85210, Page 418 of the Official Records of Real Property of Brazoria County, Texas.

L. Third Supplemental Deed of Trust and Security Agreement dated September 1, 1987, and recorded in Volume 87468, Page 131 of the Official Records of Real Property of Brazoria County, Texas.

M. Security Agreement (General) dated April 4, 1985, executed by Borrower and covering the personalty described therein.

N. Security Agreement (General) dated February 20, 1985, executed by Borrower and covering the personalty described therein.

O. Security Agreement (General) dated May 26, 1987, executed by Borrower and relating to the personalty described therein.

P. Security Agreement-Equipment (undated) executed by Borrower and relating to the personalty described therein.

Q. Owner's Consent-General dated April 11, 1985, executed by Fish Service Corporation.

R. Subordination & Consent Agreement dated October 10, 1985, among C.B. Ames, the Fish Investment Corporation, T.D. Tabbert, Dawn M. Simecheck, Borrower and Assignor, and recorded in the Official Records of Real Property of Brazoria County, Texas under Clerk's File No. K244344, Film Reference No. 028-74-0375.

S. Subordination & Consent Agreement dated October 10, 1985, among C.B. Ames, the Fish Investment Corporation, T.D. Tabbert, Dawn M. Simecheck, Borrower and Assignor and recorded in Volume 85195, Page 829 of the Official Public Records of Real Property of Harris County, Texas.

T. Deed of Trust dated October 10, 1985, and recorded in Volume 85195, Page 835 of the Official Records of Real Property of Brazoria County, Texas covering the real property described in Exhibit "C" attached hereto and incorporated herein for all purposes, and the other real and personal property described therein including but not limited to any and all fixtures.

U. Commercial Revolving Credit Note ("Note") dated September 1, 1987 in the original principal amount of \$3,700,000.00 and executed by Borrower.

V. Security Agreement dated September 1, 1987, executed by Borrower and covering the personalty described therein.

W. Addendum to Security Agreement dated September 1, 1987.

X. Owner's Consent to Pledge-Specific Indebtedness dated September 1, 1987, executed by C. B. Ames, T. D. Tabbert, and Don M. Simecheck, and Addendum to Owner's Consent to Pledge of even date therewith.

Y. All other agreements, instruments, certificates and documents including but not limited to financing statements, participation agreements, assignments of rents and leases, indentures, letters of credit, mortgagee policies of title insurance, casualty, hazard and liability policies of insurance, life insurance policies, certificates of deposit, escrow accounts, if any, and other writings executed or delivered to Assignor in connection with or pertaining to the transaction and indebtedness evidenced by the Note, or secured by the Security Agreements, Deeds of Trust and other Loan Documents described above.

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3. Participation Interest. The parties hereto specifically contemplate that the Assignor shall, contemporaneously herewith, receive a participation in the Loan pursuant to and in accordance with the terms and conditions of a participation agreement to be executed by and between the parties in form and substance acceptable to Assignor and Assignee.

4. Covenants. Assignor hereby covenants and agrees as follows:

A. The undersigned acting on behalf of Assignor has full power and authority to assign, transfer and convey the matters described herein.

B. Assignor is the current owner and holder of (i) the indebtedness evidenced by the Note, and (ii) the Loan Documents.

C. To execute or endorse any and all other documents and to take any and all actions as Assignee may reasonably request to effectuate the transfer of the Loan, Loan Documents and Collateral contemplated hereby.

This Assignment of Loan Documents, Liens and Security Interests shall be effective as to the transfer of the matters set forth herein as of the date hereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Loan Documents, Liens and Security Interests to be executed effective as of, although not necessarily on, the 1st day of January, 1988.

MBANK HOUSTON, N.A.

By: 

Name: Leonard Lloyd

Title: Vice President

ACCEPTED:

MCORP MANAGEMENT SOLUTIONS INC.
P. O. Box 500
Houston, Texas 77251-0500

By: 

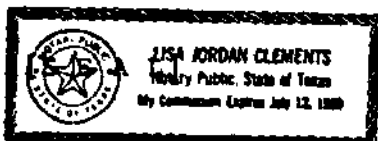
Name: Susan Schwartz

Title: Vice President

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STATE OF TEXAS §
COUNTY OF WARRLS §

This instrument was ACKNOWLEDGED before me on May 3, 1988, by Leonard Loyd, Vice President of MBank Houston, N.A., a national banking association, on behalf of said association.



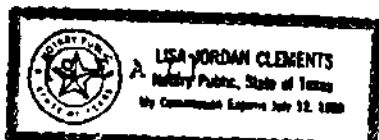
My Commission Expires:

Lisa Jordan Clements
Notary Public, State of Texas

Printed Name of Notary Public

STATE OF TEXAS §
COUNTY OF WARRLS §

This instrument was ACKNOWLEDGED before me on May 3, 1988, by Susan Schwartz, Vice President of MCorp Management Solutions Inc., a Texas corporation, on behalf of said corporation.



My Commission Expires:

Lisa Jordan Clements
Notary Public, State of Texas

Printed Name of Notary Public

EXHIBIT "A"

Property Description

All those certain tracts or parcels of land situated in Harris County, Texas and being more particularly described as follows:

1. Lots Three Hundred Sixty-Seven (367) and Three Hundred Sixty-Eight (368), of LA PORTE OUTLOT an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 61, Page 374, of the Deed Records of Harris County, Texas.

2. A tract of land being Lot 370 and the West 161.33 feet of Lot 369, "LA PORTE OUTLOTS", in the City of LaPorte, Harris County, Texas, according to the map or plat thereof recorded in Volume 61, Page 374 of the Deed Records of Harris County, Texas, and being more particularly described by notes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found marking the Northwest corner of Lot 370, which point is on the East right-of-way line of Underwood Road, 60.00 feet wide;

THENCE East, along the North line of Lot 370 and the W. 161.33 feet of Lot 369, a distance of 645.33 feet to a 1/2 inch iron rod set marking the Northeast corner of the W. 161.33 feet of Lot 369;

THENCE South, along the East line of the W. 161.33 feet of Lot 369, on the West line of the E. 322.67 feet of Lot 369, a distance of 484.3 feet to a 1/2 inch iron rod set marking the Southeast corner of the W. 161.33 feet of Lot 369;

THENCE West, along the South line of the W. 161.33 feet of Lot 369 and Lot 370, a distance of 645.33 feet to a 1/2 inch iron rod set for marking the Southwest corner of Lot 370, which point is on the East right-of-way of Underwood Road, 60.00 feet wide;

THENCE North, along the West line of Lot 370, on the East right-of-way line of Underwood Road, 60.00 feet wide, a distance of 484.3 feet to the place of beginning.

3. The West 161.33 feet of Lot 370, LA PORTE OUTLOTS in the City of LaPorte, Texas, according to the map thereof recorded in Volume 61, Page 374 of the Deed Records of Harris County, Texas, and also being known as the South 484.3 feet of Lot 357-1/2, LaPorte Outlots, which is that portion of Lot 370 in conflict with the Nicholas Klopfer Survey and being more particularly described as follows, to-wit:

BEGINNING at a 1/2" iron rod found marking the Northwest corner of Lot 370, which point is on the East right-of-way line of Underwood Road, 60' wide;

THENCE East along the North line of Lot 370, a distance of 161.33 feet to a point for corner;

THENCE South parallel with the East line of Underwood Road a distance of 484.3 feet to the South line of Lot 370;

THENCE West along the South line of Lot 370 a distance of 161.33 feet to the Southwest corner of Lot 370 and the East line of Underwood Road;

THENCE North along the East line of Underwood Road a distance of 484.3 feet to a point for corner and place of beginning.

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EXHIBIT "A"
(continued)

4. The East 322.67 feet of Lot 369 of LA PORTE OUTLOTS, in the City of La Porte, Harris County, Texas, according to the map or plat thereof recorded in Volume 61, Page 374 of the Deed Records of Harris County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod for the Northwest corner of this tract located in the North line of said Lot 369, said beginning point also being the northeast corner of the Fish Engineering and Construction, Inc. Tract, and being recorded in County Clerk File No. D-420591 and No. D-420586, from which a 5/8 inch iron rod marking the northwest corner of Lot 370 and located in the East right-of-way line of Underwood Road (60 ft. wide), bears West, passing the Northwest corner of Lot 369 at 161.33 feet, in all a total distance of 645.33 feet;

THENCE East along the North line of said Lot 369 a distance of 322.67 feet to a 5/8 inch iron rod set for the northeast corner of this tract and the northeast corner of Lot 369, from which a 1 inch iron pipe marking the Northeast corner of Lot 363 bears East a distance of 2,906.0 feet;

THENCE South 0 deg. 01 min. 00 sec. East parallel to the East right-of-way line of Underwood Road and along the East line of said Lot 369, a distance of 484.30 feet to a 5/8 inch iron rod set for corner and being the southeast corner of said Lot 369;

THENCE West along the south line of Lot 369, a distance of 322.67 feet to a 5/8 inch iron rod set for corner from which a 5/8 inch iron rod marking the Southwest corner of Lot 370 located in the East right-of-way line of Underwood Road bears West, passing the southeast corner of Lot 369 at 161.33 feet, in all a total distance of 645.33 feet;

THENCE North 0 deg. 01 min. 00 sec. West, parallel to Underwood Road, and along the East line of the Fish Engineering and Construction, Inc. tract, a distance of 484.30 feet to the PLACE OF BEGINNING and containing 3.5674 acres of land.

EXHIBIT "B"

Property Description

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet.

S. 50 degrees 30' W. a distance of 132.60 feet.

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfeo Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

4. Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfeo Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

5. THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

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EXHIBIT "B"
(continued)

7. Tract 55, Brazos Coast Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

EXHIBIT "C"

Property Description

All these certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,
S. 50 degrees 30' W. a distance of 132.60 feet,
S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

4. Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

EXHIBIT "C"
(continued)

5. THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

7. Tract 55, Brazos Coast Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

8. Tract 57 out of Division 8 of the F.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 2, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD as the true and true as stamped herein by me



Dolly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD

MAY 18 9 05 AM '88

334:H033088BB.00

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

INDEXED
ADDITIONAL INFORMATION
SEARCHED
SERIALIZED
INDEXED
FILED

89634 503

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1930

RELEASE OF LIENS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

That, MCORP MANAGEMENT SOLUTIONS, INC., a Texas corporation (the "Holder"), being the present owner and holder of all the indebtedness and other obligations secured by the Security Instruments (hereinafter defined), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration cash in hand paid, does hereby RELEASE, RELINQUISH and QUITCLAIM unto FISH ENGINEERING & CONSTRUCTION, INC. (the "Borrower"), and its successors and assigns all liens, mortgages, encumbrances, assignments and security interest held by the Holder against the real property described in Exhibit A attached hereto and the improvements thereon and personal property situated thereon, and created or existing by virtue of the following instruments (collectively the "Security Instruments") to-wit: (i) Deed of Trust and Security Agreement dated as of February 20, 1985, executed by the Borrower to Walter B. Hendrick, Trustee, recorded under Clerk's File No. 5934 in Volume 104, Page 428 of the Official Records of Brazoria County, Texas, (ii) Supplemental Deed of Trust and Security Agreement dated as of October 1, 1985, executed by the Borrower in favor of MBank Houston, National Association (the "Bank"), recorded under Clerk's File No. 35423

lit
THE CHARTER TITLE CO.
4265 SAN FELIX BLVD.
HOUSTON, TEXAS 77027

88-1359 JAJ/LK

in Volume 195, Page 824 of the Official Records of Brazoria County, Texas, (iii) Second Supplemental Deed of Trust and Security Agreement dated as of November 4, 1985, executed by the Borrower in favor of the Bank, recorded under Clerk's File No. 39994 in Volume 210, Page 418 of the Official Records of Brazoria County, Texas, and (iv) Third Supplemental Deed of Trust and Security Agreement dated as of September 1, 1987, executed by the Borrower in favor of the Bank, recorded under Clerk's File No. 32765 in Volume 468, Page 131 of the Official Records of Brazoria County, Texas. D-52 D-53

For the consideration stated above, the Holder also RELEASES, RELINQUISHES and QUITCLAIMS the rights and liens, if any, acquired by the Holder by virtue of the instrument dated May 5, 1988, from the Bank to the Holder recorded in Volume 547, Page 83 of the Official Records of Brazoria County, Texas.

Nothing contained herein shall release the Borrower from its obligation to pay the indebtednesses described in the Security Instruments, all or portions of which remain unpaid and are secured by collateral other than that described in the Security Instruments.

EXECUTED this the 20th day of January, 1989.

MCORP MANAGEMENT SOLUTIONS, INC.

By: [Signature]
 Name: Don P. [Signature]
 Title: Vice President

89634 505

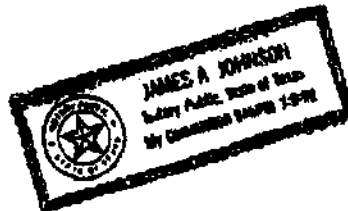
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th
day of January, 1989, by Alfred A. Tolak,
Vice President of MCORP MANAGEMENT SOLUTIONS, INC., a
Texas corporation, on behalf of said corporation.

My Commission Expires:

Notary Public in and for
The State of Texas

Printed or Typed Name of Notary



89634 506

EXHIBIT A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

1. Tract No. 13 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 43 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 43 degrees 36' East a distance of 861.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following bearings:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 30 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 63.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 43 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 834.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

4. Tract No. 34, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Saadlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

89634 507

5. THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

7. Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 143 of the Plat Records of Brazoria County, Texas.

9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

FILED FOR RECORD

JAN 20 3 57 PM '89

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD as the date and date as stamped herein by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

1931

RELEASE OF LIEN

STATE OF TEXAS

COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

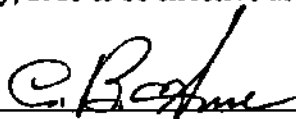
WHEREAS, FISH ENGINEERING & CONSTRUCTION, INC. ("Grantor") executed and delivered that certain DEED OF TRUST (the "Deed of Trust") dated October 10, 1985 to David A. Werner, Trustee for the benefit of C.B. AMES, T.D. TABBERT, D.M. SIMECHECK and FISH INVESTMENT CORPORATION, a Delaware corporation (collectively, "Grantees"), duly recorded in Volume 85195, Page 835 of the Official Public Records of Real Property of Brazoria County, Texas covering the following, to wit:

Various tracts of land in Brazoria County, Texas more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes

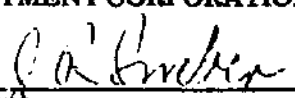
such Deed of Trust lien having been created to secure obligations of Grantor under that certain Indemnity and Payment Agreement dated of even date with the Deed of Trust;

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantees do hereby release and discharge the hereinabove described property from any and all liens created by virtue of said Deed of Trust.

EXECUTED this the 20 day of January, 1989 to be effective as of the 20 day of January, 1989.


C.B. Ames
T.D. Tabbert_____
D.M. Simecheck

FISH INVESTMENT CORPORATION


By: _____
Name: J.R. Lamber
Title: President

89634 509

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. B. AMES known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.



Cary C. Newkirk
Notary Public in and for
TEXAS

Cary C. Newkirk
Printed Name of Notary

My Commission Expires: March 4, 1992

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared T. D. Tabbert known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.



Cary C. Newkirk
Notary Public in and for
TEXAS

Cary C. Newkirk
Printed Name of Notary

My Commission Expires: March 4, 1992

89634 510

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of January, 1989.

Notary Public in and for
TEXAS

Printed Name of Notary

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Imber of Fish Engineering & Construction, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.



Cary C. Newkirk
Notary Public in and for
TEXAS

Cary C. Newkirk
Printed Name of Notary

My Commission Expires: March 4, 1992

89634 511

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 43 degrees 36' East a distance of 70.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 736;

Thence South 43 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 44 degrees 44' W. a distance of 66.11 feet.

S. 30 degrees 30' W. a distance of 131.00 feet.

S. 42 degrees 40' W. a distance of 49.94 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 43 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southwest right-of-way line of County Road No. 736;

Thence North 44 degrees 34' East along the Southeast right-of-way line of County Road No. 736 a distance of 863.7 feet to the Place of Beginning and containing 2.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 31, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulice Marine Maintenance, Inc., from E. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1040, Page 333, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 23, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Texas.

Tract 35, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Texas.

Tract 37 out of Division 8 of the S.C.I.C. Subdivision, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 38, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

4. Tract No. 34, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, the same being the same property conveyed to Gulice Marine Maintenance, Inc., from E. C. Lindlin by deed dated the 14th day of May, 1970, of record in Volume 1040, Page 337, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

Exhibit A

POOR ORIGINAL

FILED FOR RECORD

JAN 20 3 57 PM '89

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED IN RECORD BOOK NO. 11 CONTAINED IN the Volume and page of the OFFICIAL plat and is the true and correct copy as stamped herein on file.



Dolly Bailey
County Clerk of Brazoria Co., Tex.

1932

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF BRAZORIA §

THAT, FISHER ENGINEERING & CONSTRUCTION, INC. (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by HERCULES OFFSHORE CORPORATION (herein referred to as "Grantee"), whose mailing address is 11381 Meadowglen, Suite F, Houston, Texas 77082, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of certain promissory note or notes (herein referred to as the "Note" whether one or more) dated of even date herewith, payable to the order of Elders Finance, Inc., a New York corporation (herein referred to as the "Lender"), and bearing interest at the rate and being due and payable as therein set forth, the payment of which Note is secured by the vendor's lien herein retained in favor of the Lender and additionally secured by a deed of trust of even date herewith executed by Grantee to Paul F. Helton, Jr., Trustee for the benefit of the Lender, as Beneficiary, to which deed of trust reference is hereby made for all purposes, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, subject to the reservation hereinafter made, that certain tract of real property located in Brazoria County, Texas, as more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way (said real property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND

THE CHARTER TITLE CO.
 4265 SAN FELICE #350
 HOUSTON, TEXAS 77027

88 1359
 JNS/LK

all and singular the Property unto Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided that this conveyance and the warranty of Grantor hereincontained are subject to those matters listed on Exhibit B attached hereto and made a part hereof for all purposes.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

But it is expressly agreed and stipulated that the vendor's lien and superior title in and to the Property is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this deed shall become absolute.

By virtue of Lender's having advanced and paid in cash to Grantor, at the instance and request of Grantee, that portion of the purchase price of the Property as is evidenced by the Note, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of the Lender and the same are hereby TRANSFERRED AND ASSIGNED to the Lender without recourse against Grantor in any manner for the payment of such indebtedness.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

89634 514

EXECUTED on the date of the acknowledgement hereinbelow, to be effective however as of the 20th day of January, 1989.

GRANTOR:

FISH ENGINEERING & CONSTRUCTION, INC.

By: Eugene M. Basco
Name: Eugene M. Basco
Title: Treasurer

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Eugene M. Basco, Treasurer of Fish Engineering & Construction, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.

Notary Public in and for
TEXAS

Printed Name of Notary

My Commission Expires:



Exhibit A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 at seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulco Marine Maintenance, Inc., from E. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

PROPERTY EXHIBIT

As to Tract 23:

Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 21

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-5

1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-16

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). D-18

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty). D-25

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 & 48 of the Deed Records of Brazoria County, Texas. D-10
D-11

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas. D-13

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas. D-22
D-23

89634 517
Exhibit B

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 119, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas)...

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 325 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

Exhibit B
89634 518

As to Tract 25:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 621, at Page 307 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 55:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

A 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

As to Tract 58:

Easement conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

As to All Tracts:

any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

89634 519
EXHIBIT B

As to Tract 55:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 57:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 58:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to All Tracts:

Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

THIS STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County,
Texas, do hereby certify that this instrument was FILED FOR RECORD and
RECORDED in the Volume and page of the OFFICIAL RECORD at the time
and date as designated herein by me.



Dolly Bailey
County Clerk of Brazoria Co. TX

FILED FOR RECORD

JAN 20 3 57 PM '89

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

PAGE 4 OF 4

1933

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89050001

THE STATE OF TEXAS
COUNTY OF HARRIS

\$9
\$9
\$9

DOC. 924

FIRST DEED OF TRUST AND SECURITY AGREEMENT

THIS CONVEYANCE IS MADE 20th day of January 19 89.

BY HERCULES OFFSHORE CORPORATION, a Delaware Corporation

pine forests and grassland.

herein called "Respondent," is **Paul F. Helton, Jr.**

herein called "Truster," for the benefit of **ELDERS FINANCE, INC.**, a New York corporation (the beneficiary), herein called "Lender".

THIS CONVEYANCE IS MADE IN TRUST ON THE TERMS AND CONDITIONS SET FORTH BELOW FOR THE PURPOSE OF
SECURING 1) Payment of the sum of \$ 6,000,000, with interest thereon, according to the terms of a

 (2) Payment of such additional sums with interest thereon later may be hereafter harvested from Lender by the then record owner of the property heretobefore described and evidenced by a promissory note or notes reciting it is or they are so secured, and all modifications, alterations, reversals and/or replacements thereof, and this so may be incurred, paid out, or advanced by Lender or any others may be due to Trustee or Lender under any provision of this Deed of Trust and all modifications, alterations, reversals and/or replacements thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan of money by Lender to Borrower as evidenced by the Note and any future notes secured hereby (the "Loan"), including, without limitation, performance (if the Loan occurred hereby or any part thereof to for the purpose of constructing improvements on the property heretobefore described) of each provision or agreement of Borrower contained in any building loan agreement or other such agreement between Borrower and Lender relating to the property heretobefore described. All of such documents and agreements are herein called the "Loan Documents". (4) Performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of the Loan, if this Deed of Trust secures a loanhold estate, and any and all other instruments creating Borrower's interest in or defining Borrower's rights in respect to the property heretobefore described. (5) Payment by Borrower of each and every monetary provision to be performed by Borrower under any declaration of assignments, conditions, and restrictions pertaining to the property heretobefore described and upon written request of Lender, the enforcement by Borrower of any covenant to pay assignments or other charges, which enforcement shall include, if the same have not been paid within 30 days after such written request is made, valid legal steps to enforce such payment. (6) Payment of all fees and charges to the Lender so agreed whether or not herein set forth. (7) Payment of charges, as allowed by law when such charges are made, for any statements regarding the obligations secured hereby. (8) Payment of any increases in the principal balance of the Note or any Loan together with interest thereon that result from changes in the rate of interest payable on the Note or any Loan.

hereby ^{*(1-1)}
 HEREBY GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST FOREVER WITH
 POWER OF SALE all of Borrower's right, title and interest in and to that property at

in the City Of Freeport

County of Brazoria State of Texas

more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

• (1-1) subject to the permitted encumbrances set forth on Exhibit "B" attached hereto and incorporated herein by this reference only to the extent the same are valid and subsisting and affect the Property ("Permitted Encumbrances")

TOTALITER WITH all interests which Borrower now has or may hereafter acquire in or to said property and in and to: (a) all improvements, hereditaments, incorporeal hereditaments, goods of land, streets, ways, alleys, passages, sewers, drains, rights and titles of every appurtenant thereto; (b) all buildings, structures, improvements, fixtures, appliances, machinery, equipment, and other articles of real or personal property of every kind and nature then or hereinafter consumed by him, whether or not physically attached or affixed to said property and now or hereafter installed or placed thereon or otherwise connected with any future operation thereof (including, but not limited to, all personnel and equipment used in

* (1-2) (including but not limited to those items of property and fixtures listed on Exhibit C hereto)

THE CHARTER TITLE CO.
4265 SAN FELIX PL. #300
HOUSTON, TEXAS 77027

77027
88-1357
JMS/LK

89634 521

*(1-C) promissory note dated October 14, 1988 made by Borrower, payable to Lender or order, which, if not sooner paid, is due and payable in full on October 12, 1998, (b) the sum of \$1,500,000 with interest thereon, according to the terms of a promissory note of even date herewith made by Borrower, payable to Lender or order, which if not sooner paid, is due and payable in full on October 12, 1998, and (c) all sums now or hereafter due and payable to Lender pursuant to the terms of a Note Agreement dated as of October 13, 1988 by and between Borrower and Elders Capital Partners, Inc., a Delaware corporation ("ECPI") and assigned by ECPI to, and assumed by, Lender (the foregoing two notes and Note Agreement being hereinafter referred to collectively as the "Note"),

*(2-3) Including, without limitation, all of Borrower's right, title and interest in and to that certain account receivable and all sums due from Carl Vaughn of Houston, Texas for lease and storage fees for the pavilion situated on such land, together with all of Borrower's right, title and interest in and to any proof of claim filed by Borrower in Carl Vaughn's bankruptcy proceedings;

*(2-1) or for any change(s) of grade(s) of streets, affecting the land, the building or the fixtures equipment, elevators, antennas, pool equipment, window coverings, floor coverings, ranges, ovens, dishwashers, and water heaters, it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; (c) all water, water courses and water rights (whether or not appurtenant) and shares of stock pertaining to such water or water rights, ownership of which affects said property; (d) all shrubs, trees, crops, and plants; (e) all adjacent lands included in enclosures or occupied by buildings located partly on the above described property; and (f) all claims, demands and causes of action of every kind including proceeds of settlements of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of acquisition or ownership of the above described property, including insurance proceeds and any award of damages for compensation for injury to or in connection with any condemnation for public use of the property or any part thereof whether or not eminent domain proceedings have been instituted; (g) subject however to the right, power and authority given to and conferred upon Lender by paragraph 9 below, incorporated herein by reference, it being agreed, however, that neither Lender nor Trustee shall have any duty to prosecute any such claim, demand or cause of action; (h) all permits, licenses, management contracts, and other contracts and agreements in which Borrower now has or may hereafter have an interest arising out of acquisition or ownership of the above described property, and all other general intangibles relating to the development or use of the property, including all names by which the improvements or other property may at any time be known or operated and all rights to carry on business under such names or any variant thereof and all trademarks and goodwill in any way relating to the improvements or other property; (i) all rights, titles and interests of Borrower in and to all timber to be cut from the real estate covered hereby, all minerals in, under and upon, produced or to be produced from, said real estate, and all bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases affecting the above described real property, now existing or which may hereafter come into existence; (j) all rights to the present or future use of wastewater, drainage, water or other utility facilities to the extent such use benefits the above described real property or the improvements now or hereafter located thereon, including, without limitation, all reservations of or commitments covering any such use in the future, whether now owned or hereafter acquired.

ALSO TOGETHER WITH, if this Deed of Trust secures a leasehold estate, all of the estate, right, title and interest of Borrower, both at law and in equity, therein and thereon, and in and to any deposits of cash, securities or other property which may be held at any time and from time to time by the Lender under the Lease, to secure the performance by the Borrower of the covenants, conditions and agreements to be performed by Borrower thereunder, and any option to purchase the fee simple title to the property, or any greater interest therein than Borrower now owns; and any and all other further or additional title, estate, interest or right which may at any time be acquired by Borrower in or to the property, Borrower hereby agreeing that if Borrower shall, at any time prior to payment in full of all indebtedness secured hereby, acquire the fee simple title or any other or greater estate than Borrower now owns in the property, then, and in that event, the lien of this Deed of Trust shall attach, extend to, cover and be a lien upon such fee simple title or other greater estate, and Borrower will execute, acknowledge and deliver such instruments as Lender may reasonably require to accomplish such result;

ALSO TOGETHER WITH all rights of Borrower and Borrower's bankruptcy trustee to deal with the Lease as provided in paragraph 10 hereof;

ALSO TOGETHER WITH all rents, issues, profits, royalties, tolls, earnings, income, ^{proceeds} and other benefits, therefrom and installments of money payable pursuant to any agreement for sale of said property or any part thereof, subject however to the right, power and authority given to and conferred upon Lender and Borrower by paragraph 11 below, incorporated herein by this reference.

The foregoing provisions shall constitute an absolute and present assignment of the rents, issues, profits, royalties, tolls, earnings, income and other benefits therefrom, subject, however, to the conditional permission given to Borrower to collect and use such rents, issues, profits, royalties, tolls, earnings, income, and other benefits therefrom and to hold the rent security deposits to the extent provided in paragraph 16 hereof.

ALSO TOGETHER WITH any and all leases, rental agreements, tenancy agreements and occupancy agreements now or hereafter on or affecting said property together with all security therefor and all monies payable thereunder, and all books and records pertaining thereto, subject, however, to the conditional permission hereinbefore given to Borrower to collect the rents, issues and other benefits arising under any such lease. /* (2-3)

(For the purpose of this instrument, including all provisions incorporated by reference hereto, all of the foregoing described real property, property rights, and interests shall be referred to as "the Property" or "such Property".)

Some of the Property is or will become fixtures on the above described land and this Deed of Trust and Security Agreement upon being filed for record to the real property records of the county in which Property is located, shall operate also as a "Fixture Filing" and financing statement upon such of the Property which is or may become fixtures.

TO HAVE AND TO HOLD the Property unto the Trustee and his substitutes and successors ^{FOREVER} and Borrower does hereby bind itself, its heirs, executors, administrators, successors and assigns ^{FOREVER} to defend all and singular the Property unto the Trustee, his substitutes and successors forever against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

BORROWER COVENANTS AND AGREES WITH LENDER AS FOLLOWS:

1. PERFORMANCE OF NOTE AND OTHER LOAN DOCUMENTS. Borrower shall perform, observe and comply with all provisions hereof, of the Note, and of every other Loan Document and will promptly pay to Lender, the principal with interest thereon and all other sums required to be paid by Borrower under the Note and pursuant to the provisions of this Deed of Trust and of every other Loan Document when payment shall become due.

2. GENERAL REPRESENTATIONS, COVENANTS AND WARRANTIES. Borrower represents, covenants and warrants that as of the date hereof and at all times hereafter during the term hereof: (a) Borrower is the lawful owner of good and marketable fee simple title to the Property and has good right and authority to grant, bargain, sell, convey, transfer, and assign the Property or, if this Deed of Trust secures a leasehold estate, Borrower is the owner of the Tenant's interest under the Lease and the holder of the estate thereunder, and is the owner of the improvements hereby secured, and has good right to grant, bargain, sell, convey, transfer, and assign the same as security under this Deed of Trust. If the Property is a leasehold, the Lease is in full force and effect and is unmodified and no event of default has occurred thereunder; (b) Borrower will defend and forever defend the title to the Property against the claims of all persons whomsoever claiming the same or any part thereof, and this warranty of title shall survive the foreclosure of the Deed of Trust and shall inure to the benefit of and be enforceable by any person who may acquire title to the Property pursuant to foreclosure; (c) Borrower is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities, no bankruptcy or insolvency proceedings are pending or contemplated by or against the Borrower, no assignment to creditors has been made by Borrower and no portion of Borrower's assets are presently subject to any attachment, execution or judicial seizure, and Borrower covenants to immediately provide notice to Lender in the event that any change in any of the circumstances described in this sentence should occur; (d) All reports, statements and other data furnished by or on behalf of the Borrower, or any partner, officer, employee or agent of Borrower or any guarantor in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (e) Borrower is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified and authorized to do business in the state where the Property is located, and has full power and authority to own its property, to carry on its business as presently being conducted and as contemplated to be conducted hereunder and to execute, deliver and perform its obligations under this Deed of Trust, the Note and the other Loan Documents; the person executing this Deed of Trust, the Note and the other Loan Documents on behalf of Borrower have been duly authorized to execute and deliver this Deed of Trust, the Note and other Loan Documents on behalf of Borrower; this Deed of Trust, the Note and the other Loan Documents constitute legally valid and binding obligations of Borrower enforceable in accordance with their terms; and the execution, delivery and performance of this Deed of Trust, the Note and the other Loan Documents by the Borrower will not conflict with, or constitute a breach of, or default under, the Borrower's pre-existing instruments or any indenture, mortgage, deed of trust, note, lease, commitment, agreement or other instrument or obligation to which Borrower is a party or by which Borrower or its properties is bound; (f) There are no actions, suits or proceedings pending, or to the knowledge of Borrower threatened, against or affecting the Borrower or the Property; (g) Borrower is not in default under the terms of any instrument evidencing or securing any indebtedness of the Borrower and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, passage of time or both; (h) Electric, gas, sewer, water facilities, and any other necessary utilities, are available to, if this is a construction loan, will be available at such time during or after construction as Lender deems necessary and shall continue to be available in sufficient capacity to service the Property satisfactorily; and (i) the Property, including without limitation the improvements thereon, complies with all applicable laws, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the Property.

*(2-2) Subject to the Permitted Encumbrances,

POOR ORIGINAL

*** (3-1) subject to the Permitted Encumbrances**

at all times during or after construction as Lender deems necessary, will comply with and will continue throughout the term hereof to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.

3. SECURITY AGREEMENT AND FINANCING STATEMENTS. Borrower (as Debtor) hereby grants to Lender (as Creditor and Secured Party) a security interest in all personal property constituting the Property, including without limitation, fixtures, machinery, appliances, equipment, furniture, claims, demands and causes of action, licenses, permits, contracts and agreements and other general intangibles described hereinabove.

Borrower shall execute any and all such documents, including without limitation financing statements pursuant to the Uniform Commercial Code of the state in which the Property is located, as the Lender may request, to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures, and shall pay to Lender on demand any expenses incurred by Lender in connection with the preparation, execution and filing of any such documents. Said financing statements shall be filed in the real estate records of the county in which the Property is located and such other offices as Lender deems advisable. Borrower hereby authorizes and empowers Lender to execute and file, on the Borrower's behalf, all financing statements and filings and continuations thereof as Lender deems necessary or advisable to create, preserve and protect said lien. Pursuant to the Uniform Commercial Code of the state in which the Property is located, this Deed of Trust shall be deemed a security agreement and financing statement as defined in the Uniform Commercial Code. The remedies available to Lender for violations of the covenants, terms and conditions set forth in this security agreement shall be as set forth in this Deed of Trust and not as permitted under the laws of the state where the Property is located, including the Uniform Commercial Code as adopted in said state. Each of these remedies shall be distinct and cumulative as to all other rights or other remedies and may be exercised concurrently, independently or successively, as Lender may elect. This document, and any carbon, photograph or other reproduction of this document may be filed by Lender and shall be sufficient as a financing statement. All or part of the collateral covered by the security interest herein granted is or is to become fixtures, timber or minerals on the real estate constituting a portion of the Property, but this statement shall not impair or limit the effectiveness of this document as a security agreement or financing statement for other purposes, and this Deed of Trust shall constitute a fixture, timber and mineral financing statement and, as such, shall be filed for record in the real estate records of the county in which the land covered hereby is located. Borrower shall not change Borrower's name without the prior express written consent of Lender. The name of the record owner of the land covered hereby is the party or parties defined herein as Borrower.

Borrower represents to Lender that Borrower is the owner of the collateral covered by the security interest herein granted, free of any adverse claim, security interest or encumbrance. Borrower agrees that Borrower will defend the collateral covered hereby against all claims and demands of any person at any time claiming the same or any interest therein. Borrower represents to Lender that Borrower has not heretofore signed any financing statement and no financing statement signed by Borrower is now on file in any public office except those statements, true and correct copies of which have been delivered to Lender, that cover collateral that is not part of the Property. So long as any amount remains unpaid on an indebtedness secured hereby, Borrower shall not execute and there shall not be filed in any public office any such financing statement or statements affecting the collateral covered hereby other than financing statements in favor of Lender hereunder.

Borrower's and Lender's addresses are as set forth in this instrument.

To the extent that any of the collateral covered hereby is not subject to the Uniform Commercial Code of the state or states where it is situated, Borrower hereby assigns to Lender all of Borrower's right, title and interest in said collateral to secure the indebtedness described above. Release of the lien of this Deed of Trust shall automatically terminate this assignment.

The Borrower and Lender agree that neither the filing of a financing statement in the public records nor having to do with personal property nor the taking of any other action described in the above paragraph shall be construed in any way as derogating from or impairing the express declaration and intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from the Property and for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings shall be regarded as part of the real estate encumbered by this Deed of Trust irrespective of whether it is any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment, items capable of being thus identified in a record contained hereon in any list filed with Lender, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Borrower's interest as tenant in any present or future lease, rental agreement, tenancy agreement or occupancy agreement or right to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall never be construed in any way altering any of the rights of Lender as determined by this instrument or impugning the priority of Lender's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the Lender in the event any court or judge shall at any time hold with respect to clauses (1), (2), and (3) of this paragraph that notice of the Lender's priority of interest to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in such public records.

4. REPAIR AND MAINTENANCE OF PROPERTY. To keep the Property in good condition and repair; not to substantially alter, remove or demolish any building or other improvements except when incident to the replacement of fixtures, machinery or appliances with items of like kind; to restore promptly and in a good and workmanlike manner to no less than the equivalent of its condition on origination of the Loan any buildings or other improvements which may be damaged or destroyed, including, without restricting the generality of the foregoing, damage from termites and earth movement, whether or not insurance proceeds are available to cover any part of the cost of such restoration and repair; to pay when due all claims for labor performed and materials furnished in connection with the Property and not to permit any mechanic's or materialman's lien against the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune all landscaping on the Property; and to do all other acts that from the character or use of the Property may be reasonably necessary to keep the Property in the same condition (reasonable wear and tear excepted) as at the date of this Deed of Trust; to perform and keep each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of the Lease and any and all other instruments creating Borrower's interest in or defining Borrower's rights in respect to the Property.

5. CONSTRUCTION OF IMPROVEMENTS. If Borrower desires to construct any improvements on the Property, Borrower shall obtain all necessary permits and approvals from the appropriate governmental authorities and shall comply with all applicable laws, ordinances, rules and regulations.

6. INSURANCE. At all times, Borrower is to provide, and maintain in force, and pay the cost of property, public liability, and other types and forms of insurance with respect to such Property or Loan as may be required by Lender. *** (3-2) under a Standard Mortgage**
PROPERTY IS TREASURY INSURANCE: Each policy of insurance shall be in full amount for a term and in a form and content, and provided through such insurance companies, as may be satisfactory to Lender, with loss payable to Lender, and shall, if required by Lender, be delivered to and remain in the possession of Lender as further security for the performance by Borrower under this Deed of Trust. *** (3-3)**

The amount of such insurance shall in no event be less than the original amount of the Note and be in compliance with any co-insurance requirements of such insurance, or less an amount equal to the highest insurable value of the Property, whichever is the lesser.

Borrower hereby assigns to Lender all unearned premiums on any such policy, and all proceeds from any such policies, and agrees that any and all unearned insurance shall inure to the benefit of, and pass to, Lender upon acquisition by Lender of the Property through foreclosure proceedings or any purchaser of the Property pursuant to such foreclosure proceedings. Pursuant to its rights granted hereunder in all proceeds from any insurance policies, Lender is hereby authorized and empowered at its option to adjust or compromise any loss under any insurance policies on the Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender alone and not to Borrower and Lender jointly. So long as Borrower is not in default under the Loan Documents, Borrower shall be entitled to participate in the adjustment or compromise of any insurance loss.

PUBLIC LIABILITY INSURANCE AND LOSS OF INCOME INSURANCE. The Borrower shall, at its sole expense, purchase and maintain public liability insurance coverage for the ownership, maintenance and use of the Property. Lender may require such policies to be in at least a certain minimum amount; to be provided through such insurance companies as may be satisfactory to Lender; and to include the Lender and its successors and assigns, as additional insureds.

Lender may further require that the Borrower provide, and maintain in force, loss of rental income insurance, loss of earnings insurance, business interruption insurance or other forms of coverage to protect the income or earnings of the Property.

OTHER INSURANCE: Borrower shall, at its sole expense, obtain and maintain such additional insurance coverage as Lender may from time to time require; provided that Lender may only require coverage for risks not required by Lender at origination of the Loan if such coverage is customarily obtained by owners of Property in the area of the Property which is similar to the Property.

*** (3-3) OVER**

*(3-3) Borrower shall not carry separate insurance, concurrent in kind or form or contributing in the event of loss with any insurance required hereunder unless Lender is named thereon as a named insured with loss payable to it under a standard mortgage endorsement. If any insurance be subject to cancellation or be endorsed or sought to be endorsed to effect a change in coverage, the insurer shall notify the Lender and such cancellation or change shall not be effective as to Lender for 30 days after receipt by Lender of such notice.

* (4-1) Notwithstanding the foregoing, if such condemnation or damage affects less than 20% of the Property, Lender shall be obligated to release insurance or condemnation proceeds for use in repair and restoration of the Property.

Borrower shall promptly pay all premiums when due on any such policies and renewals thereof and shall furnish Lender with written evidence of such payment. At least 30 days prior to the expiration of any such policies required by the Lender, a policy form renewing or extending such existing insurance shall be delivered to Lender if Lender requests delivery of such policies to it.

In the event Borrower fails to provide insurance complying with the provisions hereof, Lender may, but without obligation on its part, without notice to the Borrower, without demand upon Borrower and without releasing Borrower from any obligation hereof, obtain such insurance through or from any insurance agency or insurer or insurance underwriter acceptable to Lender, and pay the premium therefor, and Lender by doing so shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance company.

Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto and any information concerning the Loan.

7. **DISPOSITION OF THE PROCEEDS OF ANY INSURANCE POLICY, CONDEMNATION OR OTHER RECOVERY.** The amount received by Lender pursuant to this Deed of Trust under any insurance policy, or in connection with any condemnation for public use of or injury to the Property, or for injury or damage to the Property, or in connection with the transaction financed by the Loan secured hereby, at the option of Lender may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or it may be used by Lender to replace, replace, or reconstruct the Property to a condition satisfactory to Lender, or it may be released by Lender to Borrower, or Lender may divide any such amount in any manner among any such application, use or release. In such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice after the amount of any payment provided under the Note, this Deed of Trust, or any other Loan Document or postpone or extend the due date of any payment due under the Note, this Deed of Trust or any other Loan Document.

8. **TAXES, LIENS, AND OTHER SUMS DUE.** To pay, satisfy and discharge: (1) at least 10 days before delinquency, all general and special taxes and assessments on water stock, affecting the Property, including, but not limited to, all state, county, city, school, and other ad valorem taxes assessed or to be assessed against the Property, (2) when due, all special assessments for public improvements on or benefiting the Property, (3) on demand of Lender but in no event later than the date such amounts and/or performance become due if all encumbrances, charges and liens (including, without limitation, income tax liens, or liens of a similar character, to be imposed or levied by the United States Government, the state in which the Property is located, any municipality or county, or an agency of any of them), with interest, on such Property, or any part thereof which are, or appear to Lender to be prior to or superior hereto, (4) all costs, fees and expenses under this Deed of Trust whether or not described herein, (5) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law thereto at the time when such request is made, (6) Lender's and Trustee's fees, charges and expenses for any other statement, information or services furnished by Lender or Trustee in connection with the obligations secured hereby paid services may include, but shall not be limited to, the procuring by Lender, of assumptions, substitutions, modifications, extensions, renewals, substitutions, rescissions, changes of terms, recordings of maps, plats or records of survey, grants of easements, and full and partial releases, and the obtaining by Lender of any policies of insurance pursuant to any of the provisions contained in this Deed of Trust, (7) if such Property includes a household estate, all payments and obligations (whether monetary or otherwise) required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold, (8) all payments and monetary obligations required of the owner of the Property under any declaration of covenants, conditions and restrictions, or any other instrument affecting the Property or any modification thereof, and (9) any sums advanced or paid by Lender under any clause or provision of this Deed of Trust. Should Borrower fail to make any such payment, Lender, without contesting the validity or amount, may elect to make or advance such payment together with any costs, expenses, fees, or charges relating thereto, including employing counsel and paying attorney's fees. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the same rate as the Note and shall be secured by this Deed of Trust. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of the Property and agrees that Lender, in the name of Borrower, may contest by appropriate proceedings such increase in assessment. Borrower will obtain the prior written consent of Lender prior to permitting any issuance of any improvement bond for unpaid special assessments. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of Property, the amount or basis of assessment of the Property, or the availability of any exemption to which Borrower is or may be entitled. If any state, federal, municipal or other governmental law, order, rule or regulation, passed subsequent to the date hereof, in any manner changes or modifies existing laws governing the taxation of deeds of trust or debt secured by deeds of trust, or the manner of collecting taxes so as to materially and adversely affect the rights of Lender, the entire balance of the indebtedness and other sums secured by this Deed of Trust and all interest accrued thereon shall, without notice, become due and payable forthwith at the option of Lender, **unless Borrower shall, within 10 days of written notice from Lender, pay all taxes, charges and costs affecting Lender.**

Borrower will pay within 10 days of written notice from Lender, all taxes, charges and costs affecting Lender, including title policy fees, escrow fees, recording fees, and all other costs, expenses, fees, or charges relating thereto, which have been incurred or which may hereafter be incurred by Lender in connection with the issuance of its commitment, the preparation and execution of Loan Documents and the funding of the Loan. Borrower will, upon demand by the Lender, reimburse Lender for all such expenses which have been incurred or which shall be incurred by it; and Borrower will indemnify and hold harmless Lender and Trustee from and against, and reimburse them for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs, and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by Lender or Trustee by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever or asserted against them on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Property, or with this Deed of Trust or any of the indebtedness evidenced by the Note. * (4-4) 9. **CLAIMS, DEMANDS AND ACTIONS.** (a) To give Lender immediate notice of any action or proceeding purporting to affect the Property including, without limitation, loan funds, whether or not disbursed) or purporting to affect the security hereof (whether or not it affects the security hereof), or the condition and integrity of the improvements constructed thereon or purporting to affect the rights or powers of Lender or Trustee, (b) to defend any such action or proceeding; and (c) to file and prosecute all necessary claims and actions to prevent or recover for any damages to or destruction of such Property, and enforce against others each and every obligation to be performed by them under any declaration of covenants, conditions, and restrictions pertaining to the Property. Lender is hereby authorized, without obligation so to do, to commence, appear in, and defend any action or proceeding, whether or not brought by or against Borrower to exertion or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding. Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein as either may be advised, and may settle, compromise or pay the same or any other claims and, for any of said purposes, may expend and advance such sums of money as Lender may deem necessary. Borrower covenants that, in addition to the present assignment of actions, claims, damages and awards set forth herein, Borrower will assign and deliver to Lender such assignments of actions, claims, damages, and awards as Lender may, from time to time, request. Whether or not Borrower appears or defends, Borrower shall pay on demand all costs and expenses of Lender and Trustee, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear by virtue of being made a party defendant or otherwise and irrespective of whether the interest of Lender or Trustee in the Property is directly questioned by such action including, but not limited to, any action for the condemnation or partition of the Property and any suit brought by Lender to foreclose this Deed of Trust. Lender may apply, use or release such monies so received by it in the same manner as in paragraph 7 provided for the proceeds of insurance.

10. **LEASEHOLD ESTATE.** If the Property is a household estate, (a) Borrower will, if he is the tenant, pay the rent reserved by the lease on the same becomes due and payable; (b) promptly perform and observe all of the covenants, agreements, obligations and conditions required to be performed and observed by the Tenant under the Lease, and do all things necessary to preserve and keep unimpaired its rights thereunder; (c) promptly notify Lender in writing of the commencement of a proceeding under the federal bankruptcy laws by or against Borrower or Landlord under the Lease; (d) if any of the indebtedness secured hereby remains unpaid at the time when notice may be given by the Tenant under the Lease of the exercise of any right to renew or extend the term of the Lease, promptly give notice to the Landlord of the exercise of such right of extension or renewal; (e) in case any proceeds of insurance upon the Property or any part thereof are deposited with any person other than Lender pursuant to the requirements of the Lease, promptly notify Lender in writing of the name and address of the person with whom such proceeds have been deposited and the amount so deposited; and (f) promptly notify Lender in writing of any request made by either party to the Lease to the other party thereto for arbitration or appraisal proceedings pursuant to the Lease, and of the institution of any arbitration or appraisal proceedings and promptly deliver to Lender a copy of the determination of the arbitrators or appraisers in each such proceeding; and (g) Borrower will not surrender the Lease or Borrower's leasehold estate and interest therein, nor terminate or cancel the Lease; and will not, without the prior written consent of Lender modify, change, supplement, alter or amend the Lease, either orally or in writing, and as further security for the repayment of the Loan and the performance of the covenants, agreements, obligations and conditions hereunder and in the Lease.

* (4-4) except to the extent such injury is caused by the willful misconduct of Lender or Trustee, in which case no indemnification or reimbursement shall be made by Borrower.

* (4-2) upon 5 days prior written notice to Borrower
unless such delay would cause a penalty to arise or a cloud on title

* (4-3) and * (4-5) WTR

*(4-3) provided, however, that Borrower shall be entitled to contest any such payment provided it so notifies Lender in writing of its intent to so contest and deposits with Lender in escrow, sufficient funds to guarantee satisfaction of such payments, including penalties and interest thereon.

*(4-5) upon 5 days prior written notice to Borrower.

* (5-1) [Delayed]

ORIGINAL REDUCED

~~Borrower hereby assigns to Lender all of its rights, privileges and powers under the Lease to the extent of the change, supplement, alter or amend the Lease and any such termination, cancellation, modification, change, supplement, alteration or amendment of the Lease, without the prior written consent thereof by Lender shall be void and of no force and effect. Without limiting the generality of the foregoing, Borrower will not reject the Lease pursuant to 11 U.S.C. Section 365(c) or any successor law, or allow the Lease to be deemed rejected by rejection and lapse of time, and will not elect to treat the Lease as terminated by the Landlord's rejection of the Lease pursuant to 11 U.S.C. Section 365(c) or any successor law, and as further security for the repayment of the indebtedness secured hereby and for the performance of the covenants, agreements, obligations and conditions herein set forth in the Lease, Borrower hereby assigns to Lender all of the rights, privileges and prerogatives of Borrower and the Borrower's bankruptcy trustee to deal with the Lease, which rights may arise as a result of the commencement of a proceeding under the federal bankruptcy laws by or against Borrower or Landlord under the Lease, including, without limitation, the right to assume or reject, or to compel the assumption or rejection of the Lease pursuant to 11 U.S.C. Section 365(c) or any successor law, the right to seek and obtain extensions of time to assume or reject the Lease, the right to elect whether to treat the Lease as terminated by the Landlord's rejection of the Lease or to remain in possession of the Property and effect damages pursuant to 11 U.S.C. Section 365(c) or any successor law; and any exercise of such rights, privileges or prerogatives by Borrower or Borrower's bankruptcy trustee without the prior written consent thereof by Lender shall be void and of no force and effect. As further security for Lender, Borrower hereby agrees to deposit with Lender a duplicate original of the Lease and all supplements thereto and amendments thereof, to be retained by Lender until the indebtedness secured hereby is fully paid. So long as there is no breach or default under any of the covenants, agreements, obligations and conditions herein contained to be performed by Borrower, or in the performance by Borrower of any of the covenants, agreements, obligations and conditions in the Lease to be performed by the Tenant thereunder, Lender shall have no right to terminate, cancel, modify, change, supplement, alter or amend the Lease. No release or forbearance of any of Borrower's obligations as Tenant under the Lease, whether pursuant to the Lease or otherwise, shall release Borrower from any of its obligations under this Deed of Trust, including, but not limited to, Borrower's obligations with respect to the payment of rent as provided for in the Lease and the observance and performance of all of the covenants, agreements, obligations and conditions contained in the Lease to be observed and performed by the Tenant thereunder. Unless Lender shall otherwise expressly consent in writing, the title to the Property devised by the Lease and the leasehold estate thereunder shall not merge, but shall always remain separate and distinct notwithstanding the fact of such estate merging in the fee simple by purchase or otherwise.~~

12. ACCUMULATION ACCOUNT. To pay to Lender, Lender shall require at any time or from time to time, in addition to and concurrently with any other payments required in any note secured by this Deed of Trust, monthly advance installments, as estimated by Lender from time to time for the purpose of establishing an account (the "Accumulation Account") for payment of any or all taxes, assessments, special assessments, fire, casualty, liability, loss of rental income, and other insurance premiums, encumbrances and leasehold payments, security deposits, or other obligations secured by this Deed of Trust or required to be paid with respect to the Property hereunder in this paragraph, referred to as "such obligations". Borrower shall deliver promptly to Lender all bills and notices of such obligations. If the amounts paid to Lender under the provisions of this paragraph are not sufficient to pay such obligations as they become due, Borrower shall pay to Lender promptly upon demand the amount of the deficiency. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and such amounts held by Lender shall earn only such interest as prescribed by law, if any. Lender may pay such obligations before or after they become due and payable, but before delinquency. In the event of a default in the payment of any note secured by this Deed of Trust, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Deed of Trust, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or obligations secured hereby in lieu of being applied to any of the purposes for which the Accumulation Account is established. At all times, any negative balance in the Accumulation Account shall constitute a secured advance made by Lender to protect its security under this Deed of Trust. Lender will make such reports of Accumulation Account as are required by law.

13. ACCELERATION CLAUSE. Lender shall have the right, at its option, to declare all sums secured hereby immediately due and payable, if Borrower or any successor in interest to Borrower (a) conveys, transfers or assigns the Property or any part thereof, or interest therein, whether by deed, contract of sale, lease with option to buy, or otherwise; or (b) further encumbers or alienates the Property or any part thereof, or interest therein; or (c) if the Property is not rental property, leases the Property or any part thereof without the prior written consent of the Lender; or (d) if the Property is rental property, enters into any lease, rental agreement, tenancy agreement, or occupancy agreement in violation of any of the terms or conditions under this Deed of Trust or any other Loan Document; or (e) suffers his title or any interest therein to be lost, whether voluntarily or involuntarily; or (f) without the written consent of the Lender, changes or permits to be changed the character or use of the Property from the character or use contemplated by Borrower and Lender upon execution of this Deed of Trust, as specified in Borrower's application to Lender and other documents secured by Borrower in connection with the Loan, including, without limitation, drilling or extracting oil, gas, or other hydrocarbon substances, or any mineral of any kind or character; or (g) if such be commenced to condemn the Property as being unfit for human use and occupancy or to abate as a nuisance activities or conditions found thereon and Lender reasonably believes that its security under this Deed of Trust is impaired by such suit or the activities or conditions which are the subject of such suit; or for the partition or sale of the Property; or (h) if Borrower is a partnership, any of the general partners' interests at any portion thereof are transferred or assigned, whether voluntarily or involuntarily; or (i) if Borrower is a corporation and more than 25 percent of the capital stock thereof is sold, transferred or assigned during any twelve-month period; or (j) has made any untrue or material misrepresentation or failed to disclose any material fact, in order to induce Lender to enter into the transaction evidenced by the Note or agreements which this Deed of Trust secures. If any of the events enumerated in the preceding subparagraphs (a) through (j), inclusive, occur and if Lender consents to the same or fails to exercise its right to declare all sums secured hereby due and payable, such consent or failure shall not be deemed or construed as a waiver, and the consent of Lender shall be required on all successive occurrences.

14. PREPAYMENT FEE. Should the Note or any other obligation secured hereby provide any fee for prepayment of any of the indebtedness secured hereby, to promptly pay said fee notwithstanding Borrower shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

15. WAIVERS AND CONSENTS PERTAINING TO NOTE. Borrower waives prepayment, demand, protest and notice of dishonor, and consent to delays, changes in time of payment, and the amount of installments due under the Note, and to the reduction or increase of the interest rate thereof.

16. WAIVER OF STATUTE OF LIMITATIONS. Time is of the essence in all Borrower's obligations hereunder, and to the fullest extent permitted by law, Borrower waives the right to assert any present or future statute of limitation with respect to any debt, demand or obligation secured hereunder in any action or proceeding for the purpose of enforcing this Deed of Trust, the Note or any other Loan Document, or any rights or remedies hereunder.

17. INSPECTION AND BUSINESS RECORDS. Lender or any authorized representative or agent of Lender or any person or entity interested in acquiring all or any part of the Loan may enter upon and inspect the Property at any reasonable time during the term of this Deed of Trust. If the Property is now or hereafter used for commercial or residential income purposes, Borrower will promptly deliver to Lender such financial statements, gross income statements, and profit and loss statements of such types and at such intervals as may be required from time to time by Lender which will be certified and prepared according to generally accepted accounting principles or other principles and practices acceptable to Lender, such statements shall cover the financial operations relating to the Property, and Borrower further agrees when requested by Lender to promptly deliver in writing such further additional information as required by Lender relating to any such financial statements. Borrower shall furnish to Lender within 30 days after the end of each fiscal year, or within 15 days of Lender's written request, a rent schedule as of the end of such fiscal year or as of 30 days prior to the date of such request, certified by Borrower, showing the name of each tenant and the rent received, the lease expiration date, the rent and additional rent due and payable, prepaid rent, if any, security deposit paid, the last date to which rent was paid and whether or not the tenant was then in default under any of the terms of the lease. In the event Borrower fails to comply with the provisions of this paragraph 17, Lender shall have the right to have Borrower's books and records audited by an independent certified public accountant, and the cost of such audit shall be the obligation of the Borrower secured by this Deed of Trust as provided hereunder.

18. ESTOPPEL CERTIFICATES. Borrower, within 10 days after written request from Lender, shall furnish a written statement, duly acknowledged to Lender and any third party designated by Lender, setting forth the unpaid principal and interest and any other sums and charges due under the Note, this Deed of Trust and the other Loan Documents and any other unpaid sums secured hereby, and whether or not any claims or defenses exist against such principal and interest or other sums or charges and stating that the Note, Deed of Trust and other Loan Documents have not been modified or stating that the Note, Deed of Trust and other Loan Documents have been modified and specifying such modifications, and that the Note, Deed of Trust and other Loan Documents, as unmodified or modified, as applicable, remain in full force and effect. If Borrower fails to execute and deliver such estoppel certificate within such 10 day period, Borrower shall conclusively be deemed to have

*6-0 and the expiration of any applicable notice and cure provisions,

*(6-3) During the continuance of a default and after expiration of all notice and cure provisions set forth in the Rider attached hereto and made a part hereof,

constituted and appointed Lender as Borrower's special attorney in fact to execute and deliver any such chattel mortgage to any third party and shall be deemed to have certified that the Note, Deed of Trust and other Loan Documents remain in full force and effect, either unmodified or modified in the manner specified by Lender, whichever Lender reasonably may represent. Borrower and Lender expressly agree that any such certificate may be relied on by any prospective purchaser of the Loan or any person thereof without independent investigation or examination.

18. **RIGHT TO COLLECT AND RECEIVE RENTS AND PROFITS.** The assignment of rents set forth hereinabove shall be fully operative without any further action on the part of either party. Notwithstanding any other provision hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues, royalties, tolls, earnings, profits, and other benefits of the Property as they become due and payable and to hold the rent security deposits, but Lender reserves the right to revoke such permission at any time by notice in writing to Borrower, mailed to Borrower at the last known address, and to hold the rent security deposits, upon default by Borrower of payment of any indebtedness secured hereby or in the performance of any agreement hereunder or under any other Loan Document. On any such default, hereunder, Lender may at any time, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, make, cancel, enforce or modify leases, obtain and evict tenants, set or modify rents in its own name, sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues or profits, nor for failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of the Property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Property by the Lender. In addition to all other remedies herein provided for, Borrower agrees that upon the occurrence of a default, whether or not a receiver or circumstances which, with the lapse of time or the giving of notice, or both, would constitute a default hereunder, the Lender shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale of such property or otherwise, and without regard to the value of the Property or the insolvency of any person or persons liable for the payment of the indebtedness secured hereby, and Borrower does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by the Lender, but nothing herein is to be construed to deprive the Lender of any other right, remedy or privilege it may now have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of the Lender to receive payment of the rents and income pursuant to this Deed of Trust. Any money advanced by the Lender in connection with any such receivership shall be a demand obligation owing by Borrower to the Lender and shall bear interest from the date of making such advancement by the Lender until paid at the highest rate of interest for which Borrower may legally contract under applicable law and shall be a part of the indebtedness secured hereby and shall be secured by this Deed of Trust and by any other instrument securing the said indebtedness.

In connection with any action taken by the Lender while in possession of the Property or pursuant to this Paragraph 18, the Lender shall not be liable for any loss sustained by Borrower, resulting from any failure to let the Property, or any part thereof, or from any other act or omission of the Lender in managing the Property unless such loss is caused by the willful misconduct and bad faith of the Lender, nor shall the Lender be obligated to perform or discharge any obligation, duty or liability under any lease agreement covering the Property or any part thereof or under or by reason of this instrument or the exercise of rights of reversion hereunder. Borrower shall and does hereby agree to indemnify the Lender for, and hold the Lender harmless from, any and all liability, loss or damage which may or might be incurred by the Lender under any such lease agreement or under or by reason of this Deed of Trust or the exercise of rights of reversion hereunder and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any such lease agreement. Should the Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Borrower shall reimburse the Lender therefor immediately upon demand. Nothing in this Paragraph 18 shall impose any duty, obligation or responsibility upon the Lender for the control, care, management or repair of the Property, or for the carrying out of any of the terms and conditions of any such lease agreement; nor shall it operate to make the Lender responsible or liable for any waste committed on the property by the tenant or by any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, maintenance or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Borrower hereby warrants, ratifies and confirms any and all actions of the Lender with respect to the Property taken under this Paragraph 18.

19. **LEASES AFFECTING THE PROPERTY.** The assignment of rents set forth hereinabove shall not be deemed to impose upon the Lender any of the obligations or duties of the Borrower provided in any such lease (including, without limitation, any liability under the covenants of quiet enjoyment contained in any lease), and the Borrower shall comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof.

Borrower shall not amend, modify, cancel, terminate or extend the term of any lease to the Property entered into by Borrower as landlord prior to the date of the first payment of rent by Borrower to the Property after the date hereof without the prior written consent of Lender. Notwithstanding the foregoing provision, Lender hereby grants permission to Borrower, revocable at any time, to amend, modify, cancel, terminate or extend the term of any existing lease and to enter into new leases, if in the judgment of Borrower, reasonably exercised, such actions do not adversely affect Lender's security interest in the Property. In addition, the Borrower, if requested by Lender, shall furnish promptly to Lender original or certified copies of all such leases now existing or hereafter created. Borrower shall not accept payment of rent more than 1 month in advance without the prior written consent of Lender.

With respect to the assignment of leases hereinabove set forth, Borrower shall, from time to time upon request of Lender, specifically assign to Lender, by an instrument in writing in such form as may be approved by the Lender, any and all leases now or hereafter on or affecting the Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Borrower to collect the rents under any such lease. Borrower shall also execute and deliver to Lender any notification, financing statement or other document reasonably required by Lender to perfect the foregoing assignment as to any such lease. Lender shall have the right, at any time and from time to time, to notify any tenant of the rights of Lender as provided in the assignment by Borrower to Lender of all leases relating to the Property and to the rents, issues, profits, earnings, income and other benefits therefrom and from the Property.

20. **FAILURE OF BORROWER TO COMPLY WITH DEED OF TRUST.** Should Borrower fail to make any payment or to do any act as provided in this Deed of Trust, the Note, or any other Loan Document, or fail to perform any obligation secured by this Deed of Trust or do any act which Borrower agreed not to do, or should any of the representations and warranties made by Borrower be untrue in any material respect, or if a petition is filed by Borrower, or any guarantor, co-maker or endorser of the Note seeking or equipping to any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or an involuntary petition under such law is filed against Borrower and is still in effect 60 days from the date of such filing; or if a receiver, trustee, master or liquidator is appointed with respect to the Property or the rents, issues, royalties, profits, income or other benefits therefrom; or if the Borrower, or any guarantor, co-maker or endorser of the Note is "insolvent" (unable to pay its debts as they become due and/or if the fair market value of its assets does not exceed its aggregate liabilities), or if the Borrower makes an assignment for the benefit of its creditors; or if any significant portion of Borrower's assets is attached, sequestered or judicially seized in any manner and such attachment, sequestration or seizure is not discharged within 10 days, Borrower shall be in default under this Deed of Trust, and Lender (but without obligation as to when and without notice or demand upon Borrower, which are hereby expressly waived by Borrower, and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same) shall have the right, at its option, to declare the principal amount of all sums secured hereby, together with unpaid accrued interest thereon, immediately due and payable, and may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. Lender being authorized to enter upon the Property for such purposes, and in exercising any such power, pay necessary expenses, employ counsel and pay attorney's fees. Lender shall also have the right to proceed with foreclosure as set forth below, and to exercise any and all other remedies available under this Deed of Trust or the Loan Documents. The filing of a suit to foreclose this Deed of Trust, either on any matured portion of the indebtedness secured hereby or for the entire amount of said indebtedness, shall never be considered an election as to the method of foreclosure by the Trustee under the provisions of this deed of Trust after judgment of the court; nor shall the filing of the necessary notices of foreclosure, as provided below, preclude the prosecution of a later suit thereon. Lender shall also have the right to exercise any and all other rights, remedies and recourse now or hereafter existing in equity, at law, by virtue of statute or otherwise.

*(6-1) and, in each of the specified instances any required notice has been given and any applicable cure periods expired, pursuant to the provisions of the Rider attached hereto and made a part hereof,

*(6-2) during the continuance of such "default" as defined in the Rider attached hereto and made a part hereof,

*(6-4) after default and expiration of applicable notice and cure periods, if any,

ORIGINAL REDUCED

POOR ORIGINAL

* (7-0) following notice and failure to cure within any applicable cure period set forth in the Rider,

* (7-0)

Upon the occurrence of a default, Lender may, at its option, and in addition to any and every other remedy, request trustee to proceed with foreclosing in which request shall be presumed, and in such event Trustee is hereby authorized and empowered and it shall be his special duty, upon such request of Lender, to sell the Property, or any part thereof, at public vendue to the highest bidder, for cash, at the ¹⁰⁰⁰ of the County Courthouse of the County in Texas in which the Property or any part thereof is situated, as herein described, between the hours of 10:00 a.m. and 4:00 p.m. on the first Tuesday of any month, after advertising the time, place and terms of said sale, and the property to be sold, by posting two by having some person or persons acting for him post for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said County in which the sale is to be made, and if the Property is in more than one county, one such notice of sale shall be posted at the Courthouse door of each county in which part of the Property is situated and the Property may be sold at the Courthouse door of any one of such counties, and the notice so posted shall designate in which county the Property shall be sold, or the sell the Property, at such other time, place and in accordance with such procedures and requirements as may hereafter be provided by the laws of the State of Texas. In addition to such posting of notice Lender shall at least twenty-one (21) days preceding the date of sale serve or cause to be served a written notice of the proposed sale by certified mail on Borrower and on each other debtor, if any, obligated to pay the indebtedness hereby secured according to the records of Lender. Borrower agrees that no notice of any sale other than as set out in this paragraph need be given by Trustee, Lender or any other person. Any sale made by the Trustee hereunder may be as an entirety or in such parcels as the Lender may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The sale by the Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sales or sales under such power until the whole of the Property shall be sold; and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Borrower shall never have any right to require the sale of less than the whole of the Property, but the Lender shall have the right, at its sole discretion, to request the Trustee to sell less than the whole of the property. After each sale, the Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Borrower, conveying the property so sold to the purchaser or purchasers in fee simple (Lender hereby warrants title by Borrower, but without any covenants or warranties, as prima facie evidence of the truth of the facts as stated and recited. The Trustee, his successor or substitute, may appoint or delegate any one or more persons as agent to perform any ministerial act or acts necessary or incident to any sale held by the Trustee, including the posting of notices but in the name of and on behalf of the Trustee, his successor or substitute. In addition to the requirements set forth in this paragraph, in carrying out any foreclosure sale authorized hereunder, Lender shall comply in full or cause compliance in full with all requirements of Section 51.002 of the Texas Property Code, as amended. Borrower and all persons dealing with the Property through or under the Borrower and their successors and assigns, including, without limitation all subsequent purchasers of all or any portion of the Property and all persons holding or obtaining an interest in the Property which is junior and subordinate to this Deed of Trust, by taking and accepting their respective conveyances, encumbrances, deeds of trust, or liens do hereby acknowledge, acknowledge and agree with Lender that (i) in the event of any default in the repayment of the indebtedness secured hereby, or in the event of any default under the terms of this Deed of Trust, or under any other deed of trust or security agreement securing the same indebtedness as is secured by this Deed of Trust, whether directly or by virtue of a cross-collateralization agreement or under any other Loan Document, Lender may proceed to seek foreclosure or any other relief available at law or in equity in any order which Lender may determine, in Lender's sole discretion, and Lender may proceed against any property or collateral securing said indebtedness in any order which Lender elects without regard to any matters which could or might be claimed by any subsequent purchaser or by any junior lienor or encumbrancer under those certain equitable doctrines known as the doctrine of "marshalling of assets" and the doctrine of "inverse order of alienation", (ii) they will not assert, and they do hereby waive any right to assert, the doctrine of marshalling of assets or any similar equitable doctrine, and (iii) they will not assert, and they do hereby waive any right to assert, the doctrine of inverse order of alienation or any similar equitable doctrine. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings; Second, all other items which, under the terms hereof, constitute indebtedness secured by this Deed of Trust additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and finally, the remainder, if any, to the Borrower, and his successors or assigns, as their rights may appear. See Rider attached hereto and made a part hereof.

* (7-1)
OVER

21. **LENDER MAY PURCHASE.** Lender shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor trustee or by any receiver or public officer, and any Lender purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the indebtedness secured hereby for a part thereof owing to such Lender.

(7-2) 22. **FORECLOSURE WITHOUT MATURING ENTIRE NOTE.** If default be made in the payment of any part of the indebtedness secured hereby, Lender shall have the option to proceed with foreclosure of the lien and security interests evidenced hereby in satisfaction of such claim either through the courts or by proceeding or by directing the Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided, all without declaring the entire indebtedness secured hereby due, and provided that if sale of the Property is made because of default in the payment of a part of said indebtedness, such sale may be made subject to the unmatured part of said indebtedness; and such sale, if so made, shall not in any manner affect the unmatured part of the indebtedness secured hereby, but as to such unmatured part this Deed of Trust shall remain in full force and effect just as though no sale had been made. The proceeds of any sale shall be applied as provided in Paragraph 20 above, except that the amount paid under clause Third and Fourth of the last sentence of Paragraph 20 shall be only the matured portion of said indebtedness and any proceeds of such sale in excess of those provided for in clause First, Second, Third and Fourth thereof (modified as provided above) shall be applied to installments of principal and interest on said indebtedness in proportion to the unpaid principal balance thereof in the inverse order of maturity. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the indebtedness secured hereby. It is the purpose hereof to provide for a foreclosure and sale of the Property for any matured portion of the indebtedness secured hereby without exhausting the power to foreclose and to sell the Property for any other part of said indebtedness whether matured at the time or subsequently maturing.

23. **OCCUPANCY AFTER FORECLOSURE.** In the event there is a foreclosure sale hereunder and at the time of such sale Borrower or Borrower's representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Borrower are occupying or using the Property or any part thereof, each and all shall, at the option of the Lender or the purchaser at such sale, as the case may be, immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the Property occupied, such rental to be due daily to purchaser. In the event the tenant fails to surrender possession of said property upon the exercise of such option, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of said property in the justice of the Peace Court in the justice Precinct in which the property, or any part thereof, is situated.

24. **JUDICIAL FORECLOSURE.** This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a default may be foreclosed as to any of the Property in any manner permitted by the laws of the state in which any part of the Property is situated, and any foreclosures may be brought by the Trustee or by the Lender. In the event a foreclosure hereunder shall be commenced by the Trustee, or his substitute or successor, the Lender may at any time before the sale of the Property direct the said Trustee to abandon the sale, and may then institute a suit for the collection of the Note and the other secured indebtedness, and for the foreclosure of this Deed of Trust. It is agreed that if the Lender would institute a suit for the collection of the Note or any other secured indebtedness and for the foreclosure of this Deed of Trust the Lender may at any time before the entry of a final judgment in said suit demand the same and require the Trustee, his substitute or successor to sell the Property in accordance with the provisions of this Deed of Trust.

As designated by the Commissioner's Court of such county as the area in which foreclosure sale are to take place, as evidenced by the designation of such area recorded in the real property records of the county in which the Property (or any part thereof to be sold) is situated, and, if no area is so designated, then in the area designated in the Notice of Sale as being the area for the foreclosure sale to take place,

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* (8-2) and sent as follows:

25. NO WAIVER OR MODIFICATION UNLESS IN WRITING. No modification or waiver by Lender of any right under this Deed of Trust shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Deed of Trust or under any provision of this Deed of Trust as in any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment at any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, or by exercising Lender's rights to receive and collect the income, rents, issues and profits therefrom, Lender does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure to pay or perform. Acceptance by the Lender of any payment in an amount less than the amount then due on the indebtedness secured hereby shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default at any time thereafter, and until the entire amount then due on the said indebtedness has been paid, the Lender shall be entitled to exercise all rights conferred upon it in this Deed of Trust.

26. REMEDIES. No remedy herein provided shall be exclusive of any other remedy herein, or now or hereafter existing by law or in equity, but shall be cumulative. Every power or remedy hereby given to Trustee or Lender or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue separate remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby, and Lender is hereby authorized and empowered, at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby and of Borrower to Lender, any and all sums of money which Lender may have in its possession or under its control, including, without limiting the generality of the foregoing, the indebtedness evidenced by an investment certificate or any escrow or trust funds. In order to ensure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset of claims and no offset shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

27. GENERAL PROVISIONS. (a) As and when used herein, the term "Borrower" shall mean and include the Borrower above-named and its successors and permitted assigns and the term "Lender" shall mean and include the Lender hereinabove named and its successors and assigns; (b) wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and vice versa; (c) captions and paragraph headings used herein are for convenience only, are not a part of this Deed of Trust, and shall not be used in construing it; (d) Lender shall have the right at any time and from time to time to provide any information it has in its possession relating to the Borrower or the Property to any party interested in acquiring all or any part of the Loan; (e) in exercising any right or remedy or taking any action provided herein, Lender may act through its employees, agents or independent contractors, as authorized by Lender; and (f) if more than one person is named as Borrower, each obligation of Borrower hereunder shall be the joint and several obligation of each such person.

28. FURTHER ASSURANCES. At any time and from time to time, upon Lender's request, Borrower shall make, execute and deliver, or cause to be made, executed and delivered, to the Lender and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further deeds of trust, instruments of further assurance, certificates and other documents as the Lender may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve the obligations of the Borrower under the Note, this Deed of Trust or any other Loan Document and the lien of this Deed of Trust or any other lien as a lien upon all of the Property or any other property securing the indebtedness evidenced by the Note, whether now owned or hereafter acquired by the Borrower, against all and every person or persons deriving any estate, right, title or interest under this Deed of Trust or the power of sale herein contained. Upon any failure by the Borrower to do so, the Lender may make, execute, record, file, re-record or refile any and all such deeds of trust, instruments, certificates and documents for and in the name of the Borrower, and the Borrower hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Borrower to do so.

29. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. ~~Notwithstanding to what may appear herein, this Deed of Trust shall be governed by the law of the State of New York, and the provisions of Chapter 13 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-10.01, et seq.) be applicable to the Note or the indebtedness secured hereby.~~ In the event that any provision or clause of this Deed of Trust, the Note or any other Loan Document is construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall not affect other provisions of this Deed of Trust or the Note or the other Loan Documents which can be given effect without the void, invalid or unenforceable provision, and in this and the provisions of this Deed of Trust, the Note and any other Loan Document are declared to be severable.

30. NOTICES. Except for any notice required by applicable law to be given in another manner (a) all notices provided pursuant to the Note, this Deed of Trust or any other Loan Document shall be in writing; (b) each such notice shall be deemed received upon the earlier of (i) receipt in person by the recipient party or (ii) five days after mailing such notice, certified mail, return receipt requested to the address set forth herein or such other address as the recipient party may have designated by notice given to the Lender; or (c) delivery by overnight carrier.

31. LOST INSTRUMENTS. In the event that following execution, the Note, Deed of Trust, or any other Loan Document should be lost, destroyed or mutilated, Borrower agrees to execute another original of such Note, Deed of Trust or Loan Document. * (8-3)

32. TRUSTEE. The Trustee shall not be liable for any error of judgment or act done by the Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for the Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys except to the extent required by law, and the Trustee shall be under no liability for interest on any moneys received by him hereunder. Borrower will reimburse the Trustee for, and indemnify and save him harmless against, any and all liability and expenses which may be incurred by Trustee in the performance of his duties hereunder.

33. SUBSTITUTION OF TRUSTEE. The Trustee may resign by an instrument in writing addressed to the Lender, or the Trustee may be removed at any time with or without cause by the Lender. In case of the death, resignation, removal or disqualification of the Trustee, or for any reason the Lender shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then the Lender shall have the right, and is hereby authorized and empowered, to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by the Lender, and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full or until all of the Property is sold by foreclosure hereunder. Such appointment and designation by the Lender shall be full evidence of the right and authority to make the same and of all facts therein recited. If the Lender is a corporation and such appointment is executed in its behalf by an officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Upon the making of any such appointment and designation, all of the estate and title of the Trustee in the Property shall vest in the named successor or substitute trustee and he shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee; but nevertheless, upon the written request of the Lender or of the successor or substitute trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute trustee all of the estate and title in the Property of the Trustee so ceasing to act, together with all rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute trustee. All references herein to the Trustee (including any successor or substitute appointed or designated as herein provided) from time to time acting hereunder. Borrower hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof.

34. RELEASE. If Borrower shall well and truly pay, or cause to be paid, the indebtedness secured hereby, and any other indebtedness that may be owing thereunder or hereunder, ~~the debt and the property securing the debt shall be released by Lender upon request and at the expense of Borrower.~~ Release of the debt and the property securing the debt shall be released by Lender upon request and at the expense of Borrower.

- * (5-1) provided, however, Borrower shall not be obligated to execute any document which would increase its obligations or diminish its rights other than as intended hereunder.
- * (8-3) so long as Lender indemnifies Borrower against cost, expense and liability of lost instruments which are under Lender's control.
- * (8-4) 10 days prior to the effective date of change

35. RENEWAL AND EXTENSION. The Lender, without notice, may release any part of the property, or any person liable on the indebtedness secured hereby, without in any way affecting the lien hereof upon any portion of the Property not expressly released, and may agree with any party obligated on said indebtedness, or having any interest in the Property, to renew and extend the time or manner of payment of all or any part of said indebtedness. Such agreement shall not in any way release or impair the lien hereof, but shall renew and extend the lien hereof against the Property without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgage or purchaser, or any person acquiring an interest in the Property, and this Deed of Trust shall remain first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

36. GRANTORS NOT RELEASED. In the event the Lender approves a future conveyance of the Property, or any part thereof, and title becomes vested in a person other than Borrower, the Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Deed of Trust and to the Note in the same manner as with Borrower without in any way violating or discharging Borrower's liability hereunder or upon the indebtedness secured hereby. No sale of the Property and no forbearance on the part of the Lender and no extension of the time for the payment of the Note, given by the Lender, shall operate to release, modify, change or affect the original liability of Borrower, either in whole or in part.

37. EXCESS INTEREST. Agreed herein: The term "Maximum Legal Rate of Interest" shall mean and refer to the maximum non-usurious rate of interest, if any, that may be lawfully contracted for, charged, taken, reserved or received by Lender from Borrower in connection with the indebtedness secured hereby and in regard to which Borrower would be prevented successfully from raising the claim or defense of usury under applicable law as now, or to the extent permitted by law, as may hereafter be, in effect said law permitting the highest rate being herein referred to as the "Interest Law". Unless changed in accordance with law, the applicable rate ceiling under Texas law shall be the indicated (weekly) rate ceiling, from time to time in effect, as provided in Article 5069-1.04 of the Texas Revised Civil Statutes, as amended. It is the intention of Borrower and Lender to conform strictly, to the Interest Law applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Deed of Trust, the Note or in any of the documents securing payment of the indebtedness secured hereby or otherwise relating thereto, the aggregate of all interest and any other charges or consideration constituting interest under applicable Interest Law that is taken, reserved, contracted for, charged or received under this Deed of Trust, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any usurious interest in such respect is provided for, or shall be adjudicated to be so provided for, in this Deed of Trust, in the Note or in any of the documents securing payment of the indebtedness secured hereby or otherwise relating thereto or if any acceleration of the maturity of the indebtedness secured hereby or if any prepayment of said indebtedness results in the payment of any interest in excess of the Maximum Legal Rate of Interest (a) the provisions of this paragraph shall govern and control, (b) neither Borrower nor Borrower's heirs, legal representatives, successors or assigns or any other party liable for the payment of said indebtedness shall be obligated to pay the amount of such interest to the extent that it is in excess of the Maximum Legal Rate of Interest, (c) any excess shall be deemed a mistake and cancelled automatically and, if theretofore paid, shall be credited on said indebtedness by Lender (or if said indebtedness shall have been paid in full, refunded to Borrower) and (d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest allowed under such Interest Law as now or hereafter construed by courts of appropriate jurisdiction. All sums paid or agreed to be paid the Lender for the use, forbearance or detention of the indebtedness secured hereby shall, to the extent permitted by the Interest Law applicable to this loan transaction, be amortized, pro-rated, allocated and spread throughout the full term of said indebtedness until paid in full so that the rate or amount of interest on account of said indebtedness does not exceed the applicable usury ceiling. Notwithstanding any provision contained in the Note, this Deed of Trust or any Loan Document that permits the compounding of interest, including without limitation any provision by which any of the accrued interest is added to the principal amount of the indebtedness secured hereby, the total amount of interest that Borrower is obligated to pay and Lender is entitled to receive with respect to the indebtedness secured hereby shall not exceed the amount calculated on a simple (i.e., non-compounded) interest basis at the Maximum Legal Rate of Interest on principal amounts actually advanced to or for the account of Borrower, including the initial advance under the Note and any advances made pursuant to the Note or this Deed of Trust (such as for the payment of taxes, insurance premiums and the like).

(SEE ATTACHED RIDER FOR ITEMS 38 and 39)

The undersigned Borrower requests that a copy of any notice hereunder be mailed to it at its address set forth below.

Mailing Address for
Notices: _____

IN WITNESS WHEREOF, the Borrower has executed this Deed of Trust and Security Agreement on the day in the year first above written.

HERCULES OFFSHORE CORPORATION

By William C. Coward
William C. Coward,
President

STATE OF TEXAS 5

COUNTY OF HARRIS 5

BEFORE ME, the undersigned authority, on this day personally appeared William C. Coward, the President of Hercules Offshore Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.



Lenel Riggs
Notary Public in and for
TEXAS

Printed Name of Notary

My Commission Expires: _____

RIDER TO FIRST DEED OF TRUST AND SECURITY AGREEMENT

38. ENVIRONMENTAL MATTERS. Borrower represents that it, and to the best of its knowledge, the holders of easements, licenses, occupancy agreements and any other rights relating to the use of all or any portion of the Property (herein jointly called "Persons Responsible"), are currently in compliance with, and covenants and agrees that it will manage and operate the Property and will cause each Person Responsible to occupy and use its demised portion of the Property in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, treatment and removal, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, building components, supplies or wastes). Borrower further covenants and agrees that it shall not install or permit to be installed in the Property asbestos or any substance containing asbestos and deemed hazardous by or in violation of such federal, state or local laws, rules, regulations or others respecting such material. Borrower shall send to Lender, within five days of receipt of completion thereof, any report, citation, notice or other writing including, without limitation, hazardous waste disposal manifest, by, to or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the activities discussed in this paragraph, whether demonstrating compliance with applicable law, noticing noncompliance, requesting or requiring notice of action, commencing investigation or requesting Borrower to show cause why action is not required. After reasonable inquiry, Borrower is not aware of any hazardous or toxic substances on or in the Property whether contained in tanks or other containers, in structures or equipment, or incorporated in buildings. In the event that, through whatever means, Borrower or a third party discovers hazardous substances on the Property, Borrower shall remedy, rectify, rehabilitate, correct and remove from the Property and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances. Borrower shall take any and all action necessary, including but not limited to, bringing legal suit against, those Persons Responsible for the presence of the substance on site, or otherwise obligated by law to bear the cost of such remedy. Lender shall be subrogated to Borrower's rights against any and all Persons Responsible; provided, however, Lender shall in no event be obligated to remedy, rectify, rehabilitate, correct or remove and dispose of any such substances nor shall Lender be obligated to take any action against Persons Responsible for the foregoing activities. Borrower agrees to indemnify, defend with counsel acceptable to Lender (at Borrower's sole cost), and hold Lender harmless against any claim, response or other costs, damages, liability or demand (including without limitation, reasonable attorney fees and costs incurred by Borrower or Lender, or both) arising out of any claimed violation by Borrower or any Person Responsible for any of the foregoing laws, regulations or ordinances or breach of any of the foregoing representations, covenants or agreements. Borrower specifically agrees that, notwithstanding any provision to the contrary in this Deed of Trust, this indemnification shall survive the reconveyance or release of this Deed of Trust, whether pursuant to payment in full of the Note or judicial or nonjudicial foreclosure by Lender under this Deed of Trust and that, if requested by Lender, Borrower at any time shall execute a separate writing setting forth such indemnification.

39. NOTICE AND CURE. The commission of any act prohibited, or the omission of any act required by the Note, this Deed of Trust

or any other Loan Document, or any occurrence set forth in paragraph 20 of this Deed of Trust shall constitute an "Event of Default." If Borrower shall fail to make any payment under the Note, this Deed of Trust or any other Loan Document which shall remain unpaid for a period of 5 days after notice thereof, or if a nonmonetary Event of Default shall occur under paragraph 20 of this Deed of Trust and remain uncured for a period of thirty (30) days after notice thereof or for such other periods as for curing a default as is specifically provided in said paragraph 20, or if any other nonmonetary Event of Default under any Loan Document shall occur and remain uncured for a period of thirty (30) days after notice, Lender may, at its option, exercise any or all of the remedies and rights set forth in this Deed of Trust, the Note or any other Loan Document.

Notwithstanding the foregoing, if an Event of Default shall occur (other than payment of the indebtedness pursuant to the Note or any act of insolvency described in paragraph 20(i) on page 6 of this Deed of Trust) and such Event of Default is susceptible to cure but not within the thirty (30) day cure period provided above, then, provided that (i) within such thirty (30) days Borrower shall initiate such legal or other appropriate action to cure such Event of Default and shall promptly notify Lender of such curative action; (ii) Borrower shall diligently and in good faith pursue such curative action through completion and, with regard thereto, shall provide to Lender monthly written status reports; and (iii) deposit such sums with Lender as Lender may reasonably require to insure or otherwise bond over the matter which is the subject of the Event of Default, THEN Lender shall not, with respect to such Event of Default, be entitled to exercise the remedies and rights provided in paragraph 20.

Lender shall not be obligated to accept any cure or tender of cure of an Event of Default after the expiration of the applicable notice and cure period, if any; provided, however, that Lender's acceptance of a cure of an Event of Default after expiration of the applicable notice and cure period shall constitute a cure of the specific default. Notwithstanding the foregoing, the acceptance of a cure after expiration of the applicable notice and cure period shall not be deemed a waiver of any other Event of Default nor shall such acceptance establish any waiver or course of dealing with respect to any other or subsequent Event of Default.

89634 536

DEED OF TRUST

EXHIBIT "A"

Eight (8) tracts of land out of the Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Property Exhibit A attached hereto and made a part hereof.

EXHIBIT A

89634 537

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 43 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 43 degrees 36' East a distance of 561.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 43 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 636.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 21, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 31, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Calico Marine Maintenance, Inc., from B. L. Tammor by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535. Used Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 34, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 35, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

PROPERTY EXHIBIT

"A"

**EXHIBIT B
DEED OF TRUST**

Permitted Encumbrances

1. TAXES FOR THE YEAR 1989 AND SUBSEQUENT YEARS, AND SUBSEQUENT ASSESSMENTS, FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.
2. USURY OR CLAIMS OF USURY.
3. ANY RIGHT OF RESCISSION CONTAINED IN ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAWS (IF APPLICABLE THERETO).
4. THE FOLLOWING LIEN(S) AND ALL TERMS, PROVISIONS AND CONDITIONS OF THE INSTRUMENT(S) CREATING OR EVIDENCING SAID LIEN(S) ATTACHED HERETO AS EXHIBIT B-1.

EXHIBIT B-1

As to Tract 23:

Spoil easement conveyed to or reserved . . United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 21

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed

STEWART TITLE
GUARANTY COMPANY

EXCEPTIONS (continued)

Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty).

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 & 48 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas.

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas).

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 13 of the Deed Records of Brazoria County, Texas.

STEWART TITLE
GUARANTY COMPANY

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 328 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

. As to Tract 25:

- . Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.
- . Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 621, at Page 307 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

. As to Tract 55:

- . Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

. A 1/8 royalty interest in and to all oil, gas and other minerals

STEWART TITLE
GUARANTY COMPANY

on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

As to Tract 58:

Easement conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

As to All Tracts:

This Company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

STEWART TITLE
GUARANTY COMPANY

89634 543

As to Tract 55:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 57:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 58:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to All Tracts:

Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

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DEED OF TRUST

EXHIBIT "C"

All buildings, improvements, equipment and other properties that are now or are hereafter acquired by Debtor and become affixed or attached to the tract of land located in Brazoria County, Texas as described in Exhibit A attached to the above Deed of Trust, including without limitation, the properties more fully described in Exhibit C-2 attached hereto, and all additions and other properties and all substitutions and replacements thereof and all proceeds thereof.

EXMAN.C

89634 545

EXHIBIT C-2

ASSET LISTING FOR
SALE OF FREEPORT MARINE PROPERTY
TO HERCULES OFFSHORE DRILLING

APPURTENANCES OF MARINE YARD

Fence on lots 21 & 22
Slip #1 on lot 21 Marine rail
Slip #1 on lot 22
Work slab 6 in thick 24 ft x 40 ft
Work slab 6 in thick 50 ft x 60 ft
Work slab 6 in thick 100 ft x 150 ft
Work slab 50' dia. meter
4 - 6 x 6 x 1 bottle foundations
550 lft bulkhead on lots 21 & 22
No. 1 power house
Electrical system for power house
8 x 12 all steel storage building
50 x 100 steel building with OH crane
Warehouse building additions
52 x 80 rigid frame steel building
20 x 15 steel frame winch house
20 x 30 tin siding mechanic bldg
Septic tank
Elect. wiring from substation to field
Barge slip winch foundation
2 - Water system improvements
Water well - 300 ft deep
Slabs on lot 23
Fence on lot 23
Underground oxygen & air on lot 23
Slabs on lot 24
Fence on lot 24
Slabs on lot 25
Fence on lot 25
Building on lot 24 power substation
Underground elec.
Sheet piling on lot 24
Electric substation
Road repairs
Fence
Bulk headed load out pad
Additional bulkheads
2 - Repairs to 5 ton hoist 1643 Serial #PDQ1104
E5 ton hoist w/trolley 1643 Serial #PDQ1104
Hoist-rotary side by side 2 frame 0018
5 ton hoist w/trolley 1806 Serial #AB30FU
2 - Marine railway repairs
Gas freeing facility repairs
Launch cradles
Winch motors cable & chain
Nash Mo. CL-1002 vacuum pump Serial #U45201002000

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APPURTENANCES FOR MARINE YARD - Contd

Pump package for gas freeing
F&P 150 HP boiler
40 ft boat ramp walkway
30 ft boat ramp walkway
24 ft boat ramp walkway
Scaffold frame braces & access
Railway rollers pipe rod & access
Marine rail concrete base/12WF55
Railway winch - Braden M150A Serial #P001313
Gould centrifugal pump model 3196 Serial #799B45184
45 ft twin screw shift tug Serial #GAYLYNN
Repairs to MV "Gaylynn"
US motor 75 hp Serial #8558
1984 Lowe 16ft boat Serial #LWN7781DM84B

MARINE EQUIPMENT

740 CRM elec. air comp.
Ridgid 535 pipe threading machine 890 Serial #346005
6612 TIE electror. IC key phone system 3029 Serial #612KSU60012F
6616 electronic key phone system 3029 Serial #DLP82V12491KFT
5 - Steel work tables
Hoist 150K lb slp electric & TC
Enerpac 100 T hyd hand jack 932
Enerpac 100 T hyd hand jack 933
2 - Burning tables
2 - 6 ton bb come-a-longs
Oil drum rack
2000 gal diesel fuel tank
1500 gal portable storage tanks
2000 gal gasoline tank
1000 gal gasoline tank
2 - 4 x 5 x 4 steel gang boxes
2 - Portable power substations
Rockwell drill press Mod 70-130 C1568 Serial #32015-6
3 phase Baldor cut-off saw
Buffalo 12 speed HD drill press
Magnetic drill
4 - 2 in air pumps
6" water pump with diesel engine Serial #P=8505702/E=TK3433
Used Link Belt Speeder model LS108 527 Serial #9 LG 2763
6 - Repairs to Link Belt 527 Serial #LG-2763
Detroit diesel engine - used 527 Serial #4A191433
Repairs 527 Serial #9LG2763
Grove RT-58 14 ton hydraulic crane 549 Serial #33985
Repairs to crane 549 Serial #33985
Airco welding machine 400 amp Serial #HH046083
Airco welding machine 400 amp Serial #HH038082

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MARINE EQUIPMENT - Cont'd

Airco welding machine 400 amp Serial #HH046074
Airco welding machine 400 amp Serial #HH046071
Airco welding machine 400 amp Serial #HH046073
Airco welding machine 400 amp Serial #HH038083
Airco welding machine 400 amp Serial #HH046082
Airco welding machine 400 amp Serial #HH046081
Airco welding machine 400 amp Serial #HH046072
Airco welding machine 400 amp Serial #HH046084
Airco welding machine 300 amp Serial #HD688732
Airco welding machine 300 amp Serial #HD688738
Airco welding machine 300 amp Serial #HD688726
Airco welding machine 300 amp Serial #HF883610
Airco welding machine 300 amp Serial #HF883611
Airco welding machine 300 amp Serial #HF883613
Airco welding machine CV300 short arc Serial #RG51138
2 - Track torches
800 canned sand unit 2400 Serial #1175A
Repairs 2400 Serial #1175A
680 1D canned sand unit A2400
2 - Portable canned sand units
25 ton sand hopper
Electric station
Portable oxy/acct/air supply unit
Liquid oxygen vessel S1553
4 - Portable oxygen & gas racks
18000 gal. cylindrical storage tank
42000 gal. rectangular storage tank
10000 gal. vacuum tank
30000 gal. fresh water tank
2 - Airless paint pumps Command 941-323
Sullair elect. air compressor 750CFM
Shop air compressor tank
4 - 1000 bbl bolted API oilfield tanks
500 bbl bolted API oilfield tank
4 - 1600 bbl heavywall rivited tanks
600 bbl welded chemical tank
60 bbl S/S pressure tank
9500 gal pressure vacuum tank
5500 gal pressure vacuum tank
1979 Ford 4 wheel drive pickup Serial #F28SPEG9217
1978 Jeep pickup Serial #J8A25NP150310

MARINE OFFICE FURNITURE AND FIXTURES

Port 286-2 640/K 1.2mb hard disk & equipment Serial #1616032B0249
Printer stand
Calculator - Canon 04100 Serial #203201
Calculator - Monroe 06120 Serial #H641540
Calculator - Monroe 06122 Serial #D196680

89634 548

MARINE OFFICE FURNITURE AND FIXTURES - Cont'd

Monroe 1405 calculator
2 - Bookcases
2 - Large Bookcases
Walnut executive bookcase
4 - Executive swivel armchairs
17 - Side chairs w/arms
3 - Swivel arm chairs
Swivel chair
Executive overstuffed arm chair
3 - Side chairs
3 - Executive swivel chairs
Lazyboy recliner
4 - Lazyboy side chairs
2 - Modular credenzas
3 - Executive desks
4 - Walnut desks 30 x 60
3 - 30 x 60 metal desks
Walnut executive desk
Desk
2 - Large metal desks
Walnut exec sec desk w/pedestal
Walnut sec desk w/pedestal
Secretarial desk
2 - Desks Exec.
4 - File cab 4 drw ltr
2 - 4 drw fire proof file cabinets
3 - 4 drw locking file cabinets
Shaw-Walker 2 drw locking file cab
Cabinet type storage unit
3 - 2 drw ltr file cab
Wood storage unit
Double door 6 shelf storage cabinet
6 shelf metal storage cabinet
Racks for time clocks
Time clock
3 - Walnut work tables
Walnut lamp table
Work table
Plan table
Walnut coffee table
Conference table
2 - 8 ft folding tables
8 ft folding table
Large work table
IBM electronic 50 typewriter
IBM Selectric II typewriter
Wooden print receptacle bin
Blackboard
First aid cabinet
Sofa
2 - Secretarial chairs

89634 549

MARINE OFFICE FURNITURE AND FIXTURES - Cont'd

Fax transceiver

14 x 70 mobile office trailer

14 x 50 mobile office trailer Serial #MDM1310

14 x 50 mobile office trailer recp & pur Serial #MOM1133

14 x 70 mobile office trailer Serial #CT-1898

Mobile toilet trailer

Barge cleaners substation

10 x 30 steel building paint storage

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILLY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Public and maps of the OFFICIAL RECORD at the time and date as set forth herein on 1/20/89.



Dolly Bailly
County Clerk of Brazoria Co., TX

FILED FOR RECORD

JAN 20 3 57 PM '89

Dolly Bailly
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

TOTAL P.05

89644 496

5048

This Financing Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code		3. For Filing Office (Date, Time, Number and Filing Office):
1. Debtor(s) Name and Mailing Address: (Do not abbreviate) HERCULES OFFSHORE CORPORATION 11381 MEADOWGLEN Suite F HOUSTON, TEXAS 77062	2. Secured Party(ies) Name and Address: ELDERS FINANCE INC. 200 Park Avenue 26th Floor New York, NY 10165	
4. This Financing Statement covers the following type(s) of property: WARNING: If collateral is crops, fixtures, timber or minerals, read instruction(s) on back.)		5. Name and Address of Assignee of Secured Party: (Use this space to describe collateral, if needed)

SEE SCHEDULE A

ATTACHED

Collateral is or includes fixtures.

Check only if applicable

☒ This Financing Statement is to be filed for record in the real estate records.

Number of additional sheets presented 7

☐ Products of collateral are also covered.

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral.

(Please check appropriate box)

☐ already subject to a security interest in another jurisdiction when it was brought into this state or when the debtor's location was changed to this state, or

☐ already subject to a financing statement filed in another county

☐ which is proceeds of the original collateral described above in which a security interest was perfected, or

☐ as to which the filing has lapsed, or

☐ acquired after a change of name, identity or corporate structure of the debtor.

By HERCULES OFFSHORE CORPORATION ELDERS FINANCE INC.

Use whichever signature line is applicable

By [Signature] By [Signature]

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Office Copy—Numerical

NOTE: ATTACHING ADDITIONAL PAGES TO A STANDARD FORM WILL RENDER THE FORM INTO A NONSTANDARD FORM

STANDARD FORM—FORM UCC-1 (REV. 9-1-83) APPROVED BY THE SECRETARY OF STATE OF TEXAS—FORM 6-1555—CLARKE & COURTS, INC.

89644 497

SCHEDULE A

All buildings, improvements, equipment and other properties that are now or are hereafter acquired by Debtor and become affixed or attached to the tract of land located in Brazoria County, Texas as described in Exhibit A-1 attached hereto, including without limitation, the properties more fully described in Exhibit A-2 attached hereto, and all additions and accessions to any such buildings, improvements, equipment or other properties and all substitutions and replacements thereof and all proceeds thereof.

SEMAN.A

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet,

S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 261.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Calico Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 33, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 37 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 38, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

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EXHIBIT A-2

ASSET LISTING FOR
SALE OF FREEPORT MARINE PROPERTY
TO HERCULES OFFSHORE DRILLING

APPURTENANCES OF MARINE YARD

Fence on lots 21 & 22
Slip #1 on lot 21 Marine rail
Slip #1 on lot 22
Work slab 6 in thick 24 ft x 40 ft
Work slab 6 in thick 50 ft x 80 ft
Work slab 6 in thick 100 ft x 150 ft
Work slab 50' dia. meter
4 - 6 x 6 x 1 bottle foundations
550 lft bulkhead on lots 21 & 22
No. 1 power house
Electrical system for power house
8 x 12 all steel storage building
50 x 100 steel building with OH crane
Warehouse building additions
52 x 80 rigid frame steel building
20 x 15 steel frame winch house
20 x 30 tin siding mechanic bldg
Septic tank
Elect. wiring from substation to field
Barge slip winch foundation
2 - Water system improvements
Water well - 300 ft deep
Slabs on lot 23
Fence on lot 23
Underground oxygen & air on lot 23
Slabs on lot 24
Fence on lot 24
Slabs on lot 25
Fence on lot 25
Building on lot 24 power substation
Underground also.
Sheet piling on lot 24
Electric substation
Road repairs
Fence
Bulk headed load out pad
Additional bulkheads
2 - Repairs to 5 ton hoist 1643 Serial #PDQ1104
25 ton hoist w/trolley 1643 Serial #PDQ1104
Hoist-rotary side by side 2 frame 0016
5 ton hoist w/trolley 1606 Serial #A830FU
2 - Marine railway repairs
Gas freeing facility repairs
Launch cradles
Winch motors cable & chain
Nash Mo. CL-1002 vacuum pump Serial #U45201002000

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APPURTENANCES FOR MARINE YARD - Contd

Pump package for gas freeing
F&P 150 HP boiler
40 ft boat ramp walkway
30 ft boat ramp walkway
24 ft boat ramp walkway
Scaffold frame braces & access
Railway rollers pipe rod & access
Marine rail concrete base/12WF56
Railway winch - Braden M150A Serial #P001313
Gould centrifugal pump model 3196 Serial #799845184
45 ft twin screw shift tug Serial #GAYLYNN
Repairs to MV "Gaylynn"
US motor 75 hp Serial #8558
1984 Lowe 16ft boat Serial #LWN7781DM84B

MARINE EQUIPMENT

740 CRM elec. air comp.
Ridgid 535 pipe threading machine 890 Serial #348005
6612 TIE electron IC key phone system 3028 Serial #612KBU60012F
6616 electronic key phone system 3029 Serial #DLPS2V12491KFT
5 - Steel work tables
Hoist 150K lb alp electric & TC
Enerpac 100 T hyd hand jack 932
Enerpac 100 T hyd hand jack 933
2 - Burning tables
2 - 8 ton bb come-a-longs
Oil drum rack
2000 gal diesel fuel tank
1500 gal portable storage tanks
3000 gal gasoline tank
4000 gal gasoline tank
3 - 4 x 5 x 4 steel gang boxes
2 - Portable power substations
Rockwell drill press Mod 70-130 C1568 Serial #32015-6
3 phase Baldor cut-off saw
Buffalo 12 speed HD drill press
Magnetic drill
4 - 2 in air pumps
6" water pump with diesel engine Serial #P=6505702/E=TK3433
Used Link Belt Spreader model LS108 527 Serial #9 LG 2763
6 - Repairs to Link Belt 527 Serial #LG-2763
Detroit diesel engine - used 527 Serial #4A191433
Repairs 527 Serial #9LG2763
Grove RT-58 14 ton hydraulic crane 549 Serial #33985
Repairs to crane 549 Serial #33985
Airco welding machine 400 amp Serial #HHO46083
Airco welding machine 400 amp Serial #HHO38082

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MARINE EQUIPMENT - Cont'd

Airco welding machine 400 amp Serial #HH046074
Airco welding machine 400 amp Serial #HH046071
Airco welding machine 400 amp Serial #HH046073
Airco welding machine 400 amp Serial #HH038063
Airco welding machine 400 amp Serial #HH046082
Airco welding machine 400 amp Serial #HH046081
Airco welding machine 400 amp Serial #HH046072
Airco welding machine 400 amp Serial #HH046084
Airco welding machine 300 amp Serial #HD688732
Airco welding machine 300 amp Serial #HD689338
Airco welding machine 300 amp Serial #HD689326
Airco welding machine 300 amp Serial #HF883610
Airco welding machine 300 amp Serial #HF883611
Airco welding machine 300 amp Serial #HF883613
Airco welding machine CV300 short arc Serial #RG51138
2 - Track torches
800 canned sand unit 2400 Serial #1175A
Repairs 2400 Serial #1175A
680 ID canned sand unit A2400
2 - Portable canned sand units
25 ton sand hopper
Electric station
Portable oxy/acct/air supply unit
Liquid oxygen vessel S1553
4 - Portable oxygen & gas racks
18000 gal. cylindrical storage tank
42000 gal. rectangular storage tank
10000 gal. vacuum tank
30000 gal. fresh water tank
2 - Airless paint pumps Command 941-323
Sullair elect. air compressor 750CFM
Shop air compressor tank
4 - 1000 bbl bolted API oilfield tanks
500 bbl bolted API oilfield tank
4 - 1800 bbl heavywall rivited tanks
600 bbl welded chemical tank
60 bbl S/S pressure tank
9500 gal pressure vacuum tank
5500 gal pressure vacuum tank
1979 Ford 4 wheel drive pickup Serial #F26SPB09217
1978 Jeep pickup Serial #J8A25NP150310

MARINE OFFICE FURNITURE AND FIXTURES

Port 286-2 640/K 1.2mb hard disk & equipment Serial #1615032B0248
Printer stand
Calculator - Canon 04100 Serial #203201
Calculator - Monroe 06120 Serial #H841540
Calculator - Monroe 06122 Serial #D196880

MARINE OFFICE FURNITURE AND FIXTURES - Cont'd

Monroe 1405 calculator
 2 - Bookcases
 2 - Large Bookcases
 Walnut executive bookcase
 4 - Executive swivel armchairs
 17 - Side chairs w/arms
 3 - Swivel arm chairs
 Swivel chair
 Executive overstuffed arm chair
 3 - Side chairs
 3 - Executive swivel chairs
 Lazyboy recliner
 4 - Lazyboy side chairs
 2 - Modular credenzas
 3 - Executive desks
 4 - Walnut desks 30 x 60
 3 - 30 x 60 metal desks
 Walnut executive desk
 Desk
 2 - Large metal desks
 Walnut exec sec desk w/pedestal
 Walnut sec desk w/pedestal
 Secretarial desk
 2 - Desks Exec.
 4 - File cab 4 drw ltr
 2 - 4 drw fire proof file cabinets
 3 - 4 drw locking file cabinets
 Shaw-Walker 2 drw locking file cab
 Cabinet type storage unit
 3 - 2 drw ltr file cab
 Wood storage unit
 Double door 6 shelf storage cabinet
 6 shelf metal storage cabinet
 Racks for time clocks
 Time clock
 3 - Walnut work tables
 Walnut lamp table
 Work table
 Plan table
 Walnut coffee table
 Conference table
 2 - 8 ft folding tables
 6 ft folding table
 Large work table
 IBM electronic 50 typewriter
 IBM Selectric II typewriter
 Wooden print receptacle bin
 Blackboard
 First aid cabinet
 Sofa
 2 - Secretarial chairs

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MARINE OFFICE FURNITURE AND FIXTURES - Cont'd

Fax transceiver
14 x 70 mobile office trailer
14 x 50 mobile office trailer Serial #MDM1310
14 x 50 mobile office trailer recp & pur Serial #MOM1133
14 x 70 mobile office trailer Serial #CT-1668
Mobile toilet trailer
Barge cleaners substation
10 x 30 steel building paint storage

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for the County of Brazoria, Texas, do hereby certify that the instrument was filed for record in the Volume and page of the OFFICIAL RECORD as shown on attached papers by me.



Dolly Bailey
County Clerk of Brazoria Co., Tex.

FILED FOR RECORD

FEB 22 2 51 PM '89

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

TOTAL P.85

DEED OF TRUST, SECURITY AGREEMENT, FINANCING
STATEMENT AND ASSIGNMENT OF PRODUCTION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JAMES M. DUNNAM, who resides at 1111 Hermann Drive, Apartment 28E, Houston, Texas 77004 ("Mortgagor", whether one or more), for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to BILL B. WHITE, Trustee, whose address is P.O. Box 2558, Houston, Texas 77252-8051, and his successors and substitutes in trust, as hereinafter provided, (the "Trustee"), for the benefit of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, the banking quarters for which are in Houston, Harris County, Texas, and the mailing address for which is P.O. Box 2558, Houston, Texas 77252-8091, ("Mortgagee"), the following described property:

Certain interests in oil, gas and mineral estates in the property more particularly described in the scheduled attached hereto marked Exhibit "A" for identification, incorporated herein and made a part hereof for all purposes, (the "Land").

For the same consideration, Mortgagor hereby grants to Mortgagee a continuing security interest in all improvements and all personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including the proceeds and products from any and all of such improvements and personal property, whether now owned and existing or hereafter acquired or arising, and situated on any of the Land, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal property and equipment of every kind and character upon, incident, appurtenant or belonging to and used in connection with Mortgagor's interest in the Land, including all oil, gas and other minerals produced or to be produced to the account of Mortgagor from the Land and all accounts receivable, general intangibles and contract rights of Mortgagor in connection with the Land or the Leases, hereinafter defined, and all proceeds, products, substitutions and exchanges thereof (the Land, the Leases, hereinafter defined, and real and personal property interests hereinabove described being the "Mortgaged Property").

For the same consideration, Mortgagor hereby grants to Mortgagee any and all rights of Mortgagor to liens and security interests in the Mortgaged Property securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided for in Tex. Bus. & Com. Code Ann. §9.319 (Tex. UCC) (Vernon Supp. 1988).

TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other property which, by the terms hereof, has or may hereafter become subject to the lien and/or security interest of this Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Deed of Trust"), together with all rights, hereditaments and appurtenances in anywise belonging to the Trustee or assigns forever. Any additional right, title or interest which Mortgagor may hereafter acquire or become entitled to in the

interests, properties, Lands and premises aforesaid, or in the oil, gas or other minerals in and under or produced from the Land and leases shall inure to the benefit of and be covered by this Deed of Trust and constitute "Mortgaged Property", the same as if expressly described and conveyed herein.

ARTICLE I.

WARRANTIES

Mortgagor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the above described property, rights, and interests constituting the Mortgaged Property to the Trustee and to his assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Mortgagor, but not otherwise. For the same consideration Mortgagor for itself, its successors and assigns, covenants, represents and warrants that:

- (a) the execution and delivery by Mortgagor of this Deed of Trust and the performance and observance by Mortgagor of the terms and provisions of this Deed of Trust will not contravene any requirement of law or result in the breach or termination of, or constitute a default under, any indenture or other Agreement or instrument to which Mortgagor is a party or by which it or any of its property may be bound or affected;
- (b) Mortgagor is the lawful owner of the Mortgaged Property and has good right and authority to pledge, mortgage, assign, sell and convey the same;
- (c) Mortgagor's interests in the Mortgaged Property, as set forth in Exhibit "A" hereto, are true and correct;
- (d) all of the leases constituting all or part of the Mortgaged Property (the "Leases") are in full force and effect;
- (e) Mortgagor's interest in the Leases is free and clear of all liens, mortgages, oil payments, or other burdens or encumbrances except as specifically set forth in Exhibit "A" hereto;
- (f) all covenants, express or implied, in respect thereof, or of any assignment thereof which may affect the validity of any of the Leases, have been performed insofar as the Leases pertain to the Land;
- (g) all gross production taxes have been likewise paid; and
- (h) Mortgagor and the Mortgaged Property are in compliance with all applicable laws and regulations, including, without limitation, those relating to any flammables, explosives, radioactive materials, hazardous wastes, friable asbestos or any material containing asbestos, toxic substances or related materials, including, without limitation,

substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq. ("Hazardous Materials").

ARTICLE II.

INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the following indebtedness, obligations and liabilities:

- (a) (i) Promissory note dated May 2, 1986 in the original principal amount of Forty-Six Thousand Two Hundred Forty-Three and 47/100 Dollars (\$46,243.47), executed by James M. Dunnam, made payable to the order of Texas Commerce Bank National Association;
- (ii) promissory note executed by James M. Dunnam, dated June 12, 1986 in the original principal amount of Five Thousand and No/100 Dollars (\$5,000.00), made payable to the order of Texas Commerce Bank National Association;
- (iii) James M. Dunnam's Guaranty of Promissory Note executed by Dunnam & Strong, P.C., dated May 15, 1985, in the original principal amount of Fifty-Nine Thousand Four Hundred Forty-Eight and 70/100 Dollars (\$59,448.70);
- (iv) James M. Dunnam's Guaranty of that one certain Promissory Note executed by Dunnam & Strong, P.C., dated July 8, 1985, in the original principal amount of Two Hundred Fifty-Seven Thousand Nine Hundred Eighty-Nine and 79/100 Dollars (\$257,989.79);
- (v) together with any and all renewals, modifications and extensions of any of the above noted promissory notes and guarantees; and
- (vi) all other indebtedness, of whatever kind or character, owing or which may hereafter become owing by Mortgagor to Mortgagee, whether such indebtedness is direct or indirect, primary or secondary, fixture contingent or arises out of or is evidenced by note, deed of trust, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise.
- (b) Mortgagor hereby acknowledges that the Notes and guarantees recited in paragraphs (a)(i) through (iv) inclusive constitute just and valid debts enforceable in accordance with their respective terms. Further, Mortgagor hereby agrees to pay the obligations evidenced by the Notes and guarantees.
- (c) It is contemplated that Mortgagor may from time to time borrow additional sums of money

from or otherwise be obligated to Mortgagee, and this Deed of Trust is given to secure any and all indebtedness of Mortgagor, present or future, either direct or indirect, primary or secondary, fixed or contingent, which Mortgagor, may now or hereafter owe, or as to which Mortgagor may in any manner become obligated to Mortgagee for payment, including, without limitation, indebtedness arising by way of guaranty as to obligations of another to Mortgagee and indebtedness originally to a party other than Mortgagee but which becomes owing to Mortgagee as the result of Mortgagee having acquired the right to payment thereof, and this Deed of Trust shall likewise secure not only the above described indebtedness, but any and all renewals for any period and extensions and rearrangements of all or any portion thereof, and the liens and security interests under this Deed of Trust shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above described indebtedness; provided, however, it is not the intention of the parties hereto to extend the lien and security interest of this Deed of Trust so as to violate, or give rise to an allegation of violation of, any provision of the Texas Consumer Credit Code or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions and, in this connection, this Deed of Trust shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any provision of the Texas Consumer Credit Code or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions.

- (d) The words "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations and liabilities described or referred to in this Article II or otherwise in this Deed of Trust, subject, however, to the limitations provided hereinabove in this Article II.

ARTICLE III.

COVENANTS OF MORTGAGOR

In consideration of the Indebtedness hereinabove described, Mortgagor, for itself, its successors and assigns, covenants and agrees as follows:

A. Mortgagor will proceed with reasonable diligence to correct any defect in the title to the Mortgaged Property should any such defect be found to exist after the execution and delivery of this Deed of Trust; and in this connection, should it be found, after the execution and delivery of this Deed of Trust, that there exists upon the Mortgaged Property any lien or encumbrance equal or superior in rank to the

liens and security interests created by this Deed of Trust, or should any such lien or encumbrance hereafter arise, Mortgagor will promptly discharge and remove the same from the Mortgaged Property.

B. Upon request of Mortgagee, Mortgagor will promptly correct any defect which may be discovered after the execution and delivery of this Deed of Trust in any other documents executed in connection herewith, in the execution or acknowledgment hereof or thereof, or in the description of the Mortgaged Property, and will execute, acknowledge, and deliver such division orders, transfer orders and other assurances and instruments as shall, in the opinion of Mortgagee, be necessary or proper to convey and assign to the Trustee all of the Mortgaged Property herein conveyed or assigned, or intended to be so.

C. Mortgagor will keep and continue all Leases, estates and interests herein described and contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied. In this connection, Mortgagor shall not release any of the Leases without the prior written consent of Mortgagee.

D. Mortgagor will keep and maintain all improvements and all personal property and equipment now or hereafter situated on the Land and constituting a portion of the Mortgaged Property and used or obtained in connection therewith in good state of repair and condition, ordinary wear and tear excepted, and will not tear down or remove the same or permit the same to be torn down or removed without the prior consent of Mortgagee, except in the usual course of operations as might be required for replacement when otherwise in compliance with this Deed of Trust.

E. Mortgagor will notify Mortgagee of the destruction, loss, termination or acquisition of any Mortgaged Property within three (3) business days thereof.

F. Mortgagor will not, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would result in the diminution of Mortgagor's net revenue interest in production from the pooled or unitized lands. Immediately after the formation of any pool or unit in accordance herewith, Mortgagor will furnish to Mortgagee a conformed copy of the pooling Agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of Mortgagor included in any pool or unit attributable to the Mortgaged Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to liens and security interests hereof in the same manner and with the same effect as though the pool or unit and the interest of Mortgagor therein were specifically described in Exhibit "A" hereto. In the event any proceedings of any governmental body which could result in pooling or unitizing all or any part of the Mortgaged Property are commenced, Mortgagor shall give immediate written notice thereof to Mortgagee.

G. Mortgagor will pay all taxes now or hereafter to accrue against any of the Mortgaged Property and all other taxes or assessments, general or special, lawfully levied against it on such Mortgaged Property which might become a lien thereon before such taxes become delinquent; and it

will during the life of this Deed of Trust keep the Mortgaged Property, and each and every part thereof, free, clear and discharged from all liens, charges, encumbrances, or assessments that might become superior, coordinate or subordinate to the liens or security interests of this Deed of Trust.

H. Mortgagor will, at all times, maintain workmen's compensation insurance with a responsible insurance company where required by, and in accordance with, the laws of the state in which the Mortgaged Property is located.

I. In the event Mortgagor shall fail or neglect to pay any taxes, general or special, or shall fail or neglect to relieve the Mortgaged Property from any lien which might become superior or equal to the lien of this Deed of Trust, or fail to carry such workmen's compensation or other insurance, the Trustee, at his option, or Mortgagee, at its option, may pay such taxes, liens, charges or encumbrances, or any part thereof, or effect such workmen's compensation insurance, and Mortgagor will promptly reimburse Trustee or Mortgagee, as the case may be, therefor; and any and all such sums so paid hereunder shall be paid by Mortgagor upon demand at Mortgagee's principal offices, and shall constitute a part of the Indebtedness.

J. Mortgagor will operate or, to the extent that the right of operation is vested in others, will exercise its best efforts to require the operator to operate the Mortgaged Property and all wells drilled thereon and that may hereafter be drilled thereon, continuously and in good workmanlike manner in accordance with the best usage of the field and in accordance with all laws of the State in which the Mortgaged Property is situated and the United States of America, as well as all rules, regulations, and laws of any governmental agency having jurisdiction to regulate the manner in which the operation of the Mortgaged Property shall be carried on, and will comply with all terms and conditions of the Leases it now holds, or any assignment or contract obligating the Mortgagor in any way with respect to the Mortgaged Property; but nothing herein shall be construed to empower the Mortgagor to bind the Trustee or Mortgagee to any contract obligation, or render the Trustee or Mortgagee in any way responsible or liable for bills or obligations incurred by the Mortgagor.

K. Mortgagor will comply with standard insurance companies satisfactory to the Mortgagee or holder of the Indebtedness, public liability and property damage insurance, as well as insurance against loss or damage to the Mortgaged Property by fire, lightning, tornado and explosion, all in amounts satisfactory to Mortgagee; all such policies shall be payable to Mortgagee, and the policies evidencing the same or acceptable certificates thereof shall be held by Mortgagee. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any and all monies that may become payable under any policies of insurance by reason of damage, loss or destruction of the Mortgaged Property or any part thereof, and Mortgagee shall apply all such sums or any part thereof, at its election, toward the payment of the Indebtedness, whether the same be then due or not, application to be made first to interest and then to principal, and shall deliver to Mortgagor the balance, if any, after any application has been made.

L. Mortgagor agrees to promptly pay all bills for labor and materials incurred in the operation of the

Mortgaged Property and will promptly pay its share of all costs and expenses incurred under any joint operating Agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating Agreement; will not take any action to incur any liability or lien thereunder; and will not enter into any new operating Agreement or amendment of existing operating Agreement affecting the Mortgaged Property without prior written consent of the Mortgagee. Furthermore, Mortgagor will not consent or agree to participate in any proposed operation under any presently existing operating Agreement affecting the Mortgaged Property unless Mortgagor obtains the prior written consent of Mortgagee and deposits either with the operator, where Mortgagor is a non-operator, or with Mortgagee, where Mortgagor is a non-operator or operator, Mortgagor's share of the estimated cost of the proposed operation prior to electing to participate in the operation.

M. Mortgagor will permit mortgagee and its accredited agents, representatives, attorneys and employees at all times to go upon, examine, inspect and remain on the Mortgaged Property, and to go upon the derrick floor of any well at any time drilled or being drilled thereon, and will furnish Mortgagee, upon request, all pertinent information regarding the development and operation of the Mortgaged Property.

N. Promptly upon receipt of a request from Mortgagee, Mortgagor will furnish and deliver, at the election of Mortgagee, either (a) complete or supplemental abstracts of title, as the case may be, prepared by competent abstractors; or (b) title opinions prepared by competent legal counsel and, in either event, covering title to the real property herein mortgaged from the sovereignty of the soil to the latest practicable date, when taken together with abstracts and/or title opinions previously furnished to Mortgagee by Mortgagor. Should Mortgagor fail to furnish such abstracts upon such request, Mortgagee may obtain such abstracts, and any and all costs incurred thereby shall be payable by Mortgagor to Mortgagee upon demand at Mortgagee's principal offices. The abstracts shall be and constitute a part of the Mortgaged Property as defined above. Mortgagor will promptly notify Mortgagee or other holder or holders of the Indebtedness, in writing, of the commencement of any legal proceedings affecting the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve its and Mortgagee's rights affected thereby; and should Mortgagor fail or refuse to take any such action, Mortgagee may at its election take such action on behalf and in the name of Mortgagor and at Mortgagor's cost and expense.

O. If Mortgagor is a corporation, it will maintain its corporate existence and will maintain and procure all necessary corporate franchise and permits to the end that Mortgagor shall be and continue to be a corporation in good standing in the state of its incorporation and in the state wherein the Mortgaged Property is located, with full power and authority to own and operate all of the Mortgaged Property as contemplated herein until this Deed of Trust shall have been fully satisfied.

P. Mortgagor hereby expressly waives any and all rights or privileges of marshalling of assets, sale in inverse order of alienation, notices, appraisements,

redemption and any prerequisite to the full extent permitted by applicable law, in the event of foreclosure of the lien or liens and/or security interests created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the lien or security interest of this Deed of Trust, any part the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged Property, proceeds or income, and without affecting the liens or security interests hereof as to the part of parts thereof not so released, or the right to receive future proceeds and income.

Q. Upon demand of Mortgagee, Mortgagor will promptly pay all costs and expenses heretofore or hereafter incurred by Mortgagee for legal, accounting, engineering or geological services rendered to it in connection with the making of the initial or any future loan to Mortgagee secured in whole or in part by the liens and security interests hereof or in the enforcement of any of Mortgagee's rights hereunder. The obligations of Mortgagor hereunder shall survive the non-assumption of this Deed of Trust in a case commenced under Title 11 of the United States Code or other similar law of the United States of America, the State of Texas or any other jurisdiction and be binding upon the Mortgagor, or a trustee, receiver, custodian or liquidator of Mortgagor appointed in any such case.

R. Without prior approval and written consent of Mortgagee, Mortgagor will not mortgage, pledge or otherwise encumber the Mortgaged Property or any part thereof, regardless of whether the lien or encumbrance is senior, coordinate, junior, inferior or subordinate to the lien and security interest created hereby.

S. Upon request of Mortgagee, Mortgagor will execute and deliver written notices of assignments to any persons, corporations or other entities owing or which may in the future owe to Mortgagor monies or accounts arising in connection with any of the following matters: (a) any oil, gas or mineral production from the Mortgaged Property; (b) any gas contracts, processing contracts or other contracts relating to the Mortgaged Property; or (c) the operation of or production from any part of the Mortgaged Property. The notices of assignments shall advise the third parties that all of the monies or accounts described above have been assigned to Mortgagee, and if required by Mortgagee, shall also require and direct that future payments thereof, including amounts then owing and unpaid, be paid directly to Mortgagee.

T. Any mortgage, pledge, encumbrance, unitization, pooling, communitization or other action or instrument in violation of the prohibitions contained in F. or R. above shall be of no force or effect against Mortgagee.

U. Without the prior written consent of Mortgagee, Mortgagor will not sell, lease, transfer or otherwise dispose of all or substantially all of its properties and assets.

V. Mortgagor will comply at all times with all federal, state and local laws, regulations, and ordinances applicable to the Mortgaged Property, including, without limitation, all environmental protection and hazardous waste requirements, and in this regard:

(1) Mortgagor will comply with any and all applicable local, state and federal laws, ordinances, rules, regulations and orders (a) related to any natural or environmental resource or media located on, above, within, in the vicinity of, related to or affected by the Mortgaged Property, any property in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor, or (b) required for the performance or conduct of its operations.

(2) Mortgagor will forthwith notify Mortgagee in writing of any request from any governmental agency or other entity for information on releases of Hazardous Materials from, affecting or related to the Mortgaged Property, any property in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor; notify Mortgagee of any actual, proposed or threatened testing or other investigation by any governmental agency or other entity concerning the environmental condition of or related to such property; provide to Mortgagee such information as Mortgagee shall request concerning the generation, storage, disposal, transportation or other management, if any, of any Hazardous Materials.

(3) Mortgagor will at all times comply fully and in a timely manner with, and will cause all employees, agents, contractors, sub-contractors and future lessees (pursuant to appropriate lease provisions) of Mortgagor, while such persons are acting within the scope of their relationship with Mortgagor, to so comply with, all applicable federal, state and local laws, regulations, guidelines, codes and ordinances applicable to the use, generation, handling, storage, treatment, transport and disposal of any Hazardous Materials now or hereafter located or present on or under the Mortgaged Property, and Mortgagor indemnifies and holds Mortgagee harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions, requirements and enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence of any Hazardous Materials on, under or from the Mortgaged Property, whether prior to or during the term hereof, or (b) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term hereof, and whether by Mortgagor or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Mortgaged Property, including, without limitation, any of the foregoing arising, in whole or in part, from negligence on the part of the Mortgagee, (the foregoing indemnity being the "Hazardous Materials Indemnity"). The Hazardous Materials Indemnity shall further apply to any residual contamination on or under the Mortgaged Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any Hazardous Materials, irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances; and

(4) the Hazardous Materials Indemnity shall survive repayment of the indebtedness, provided that the claims and other actions of any kind against Mortgagee which give rise to the Hazardous Materials Indemnity are not barred by the applicable statute of limitations at the time such claims or actions are instituted.

ARTICLE IV.

DEFEASANCE, RESPECTING FORECLOSURE AND OTHER REMEDIES

A. Should Mortgagor make due and punctual payment of the Indebtedness, as the same becomes due and payable, and duly observe and perform all of the covenants, conditions and agreements herein provided to be observed and performed by it, then the conveyance of the Mortgaged Property shall become of no further force and effect, and the lien and security interest hereof shall be released at the cost and expense of Mortgagor; otherwise it shall remain in full force and effect. In case any one or more of the following events of default shall happen:

(1) Default be made by Mortgagor in the due and punctual payment of the Indebtedness, or any part thereof, principal or interest, as the same becomes due and payable, whether by acceleration or otherwise; or

(2) Default be made by Mortgagor in the due observance or performance of any of the covenants, conditions or agreements herein provided to be observed or performed by Mortgagor or any warranty of Mortgagor herein made prove to be untrue or inaccurate in any material respect; or

(3) Mortgagor's title to the Mortgaged Property, or any substantial part thereof, become the subject of actual or threatened litigation which would or might, in Mortgagee's opinion, on final determination result in substantial impairment or loss of the security provided for herein; or

(4) Mortgagor, without the prior written consent of Mortgagee (Mortgagee having an absolute right to refuse to consent or to condition its consent upon satisfaction of any one or more of the following requirements:

(a) that the interest rate on the Indebtedness be increased to a rate acceptable to Mortgagee;

(b) that a reasonable transfer fee, in an amount determined by Mortgagee, be paid;

(c) that a principal amount deemed appropriate by Mortgagee be paid against the Indebtedness to reduce to a level acceptable to Mortgagee the ratio that the outstanding balance of the Indebtedness bears to the value of the Mortgaged Property as determined by Mortgagee;

(d) that Mortgagor and each proposed transferee execute such assumption agreements and other instruments as Mortgagee shall reasonably require;

(e) that the proposed transferee's creditworthiness and experience in owning and operating similar properties be demonstrable and proven to Mortgagee's reasonable satisfaction as being at least as good as Mortgagor's;

(f) that the liability to Mortgagee of Mortgagor and all other guarantors of all or any part of the Indebtedness will be confirmed by them in writing to be unaffected and unimpaired by such transfer, conveyance or encumbering; and

(g) that any proposed junior mortgagee expressly subordinate to all liens and security interests securing the Indebtedness as to both lien and payment right priority)

sell, assign, lease, transfer, mortgage, pledge, hypothecate or otherwise dispose of or encumber all or any portion of the Mortgaged Property or enter into any contractual arrangement to do so, irrespective of whether or not the transfer, conveyance or encumbrance would or might (i) diminish the value of any security for the Indebtedness, (ii) increase the risk of default under this Deed of Trust, (iii) increase the likelihood of Mortgagee's having to resort to any security for the Indebtedness after default or (iv) add or remove the liability of any person or entity for payment or performance of the Indebtedness or any covenant or obligation under this Deed of Trust; provided, however, the foregoing shall not apply to hydrocarbons produced and sold in the ordinary course of business; or

(5) An order, judgment or decree be entered against Mortgagor by any court of competent jurisdiction or by any other duly authorized authority, on the petition of a creditor or otherwise, granting relief under Title 11 of the United States Code or under any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state approving a petition seeking reorganization or an arrangement of Mortgagor's debts or appointing a receiver, trustee, conservator, custodian or liquidator of Mortgagor or all or any substantial part of Mortgagor's assets; or

(5) An order, judgment or decree be entered against Mortgagor by any court of competent jurisdiction or by any other duly authorized authority, on the petition of a creditor or otherwise, granting relief under Title 11 of the United States Code or under any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state approving a petition seeking reorganization or an arrangement of Mortgagor's debts or appointing a receiver, trustee, conservator,

custodian or liquidator of Mortgagor or all or any substantial part of Mortgagor's assets; or

(6) Mortgagor (i) discontinue its usual business, or (ii) apply for or consent to the appointment of a receiver, trustee or liquidator of Mortgagor or all or a substantial part of its assets, or (iii) file a voluntary petition commencing a case under Title 11 of the United States Code, seeking liquidation, reorganization or rearrangement, or taking advantage of any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state, or (iv) make a general assignment for the benefit of creditors, or (v) be unable, or admit in writing its inability, to pay its debts generally as they become due, or (vi) file an answer admitting the material allegations of a petition filed against it in any case commenced under Title 11 of the United States Code or any reorganization, insolvency, conservatorship or similar proceeding under any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state; or

(7) Mortgagor apply for relief under any state or federal act for the relief of debtors; or

(8) Default be made by Mortgagor in the due observance or performance of any of the covenants, conditions or agreements provided to be observed or performed by Mortgagor in any loan Agreement relating to any indebtedness; or

(9) The Mortgaged Property materially decline in value in the determination of Mortgagee; or Mortgagee, in its sole discretion, deem payment of the Indebtedness to be insecure; or

(10) Mortgagor conceal, remove, or permit to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them; or make or suffer a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or make any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid amounts owing; or take any other action in the nature of a fraud upon its creditors, or any of them;

then, and in any such event, the whole of the principal of the Indebtedness and remaining unpaid, together with all interest accrued thereon, may, at the option of the holder thereof, without notice (including, but not limited to, notice of intention to accelerate maturity and notice of acceleration of maturity) or demand, which are, to the full extent permitted by applicable law, waived by Mortgagor, be declared immediately due and payable; and thereupon, or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Trustee, on request of the holder of the Indebtedness (which request is hereby presumed), to enforce this Trust; and after advertising the time and place of the sale for at least twenty-one (21) days prior to the day of sale, by posting or causing to be posted a written or printed notice thereof at the courthouse door and by filing a copy of such notice in

the office of the county clerk of each county in which the Land or any part thereof may be situated, and serving written notice of the proposed sale on each debtor obligated to pay the Indebtedness according to the records of the holder of the Indebtedness, by postage prepaid, certified United States mail, at the most recent address for such debtor as shown by the records of the holder of the Indebtedness, at least twenty-one (21) days prior to the day of sale, to sell the Mortgaged Property, either as a whole or in parcels, as the Trustee may deem proper, at public venue at the courthouse of the county in which the Mortgaged Property or any part thereof may be situated (and being the county designated in the notice of sale) on the first Tuesday of any month between the hours of 10:00 A.M. and 4:00 P.M., to the highest bidder for cash, and after such sale to make the purchaser or purchasers good and sufficient deeds and assignments in the name of the Mortgagor herein, conveying such property so sold to the purchaser or purchasers with general warranty of title. The Trustee, or his successor or substitute, is hereby authorized and empowered to appoint any one or more persons as his attorney(s)-in-fact to act as Trustee under him and in his name, place and stead, such appointment to be evidenced by a written instrument executed by the Trustee, or his successor or substitute, to perform any one or more act or acts necessary or incident to any sale under the power of sale hereunder, including, without limitation, the posting and filing of any notices, the conduct of the sale and the execution and delivery of any instruments conveying the Mortgaged Property as a result of the sale, but in the name and on behalf of the Trustee, or his successor or substitute; and all acts done or performed by such attorney(s)-in-fact shall be valid, lawful and binding as if done or performed by the Trustee, or his successor or substitute. No single sale or series of sales by the Trustee shall extinguish the lien or exhaust the power of sale hereunder except with respect to the items of property sold, but such lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances require to give Mortgagee full relief hereunder. The purchaser at any such sale shall not assume, nor shall his or its heirs, legal representatives, successors or assigns, be deemed to have assumed, by reason of the acquisition of property or rights mortgaged hereunder, any liability or obligation of any lessee or operator of the Mortgaged Property, or any part thereof, arising by reason of any occurrence taking place prior to such sale. It shall not be necessary to have present, or to exhibit at any such sale, any of the personal property subject to the lien or security interest hereof.

B. Upon the happening of any of the above-enumerated events of default, Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with reference to the personal property and fixtures in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed as to both the real and personal property covered hereby.

C. The Trustee is authorized to receive the proceeds of said sale or sales and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the execution of this Deed of Trust, including, but not limited to, a fee to the Trustee of 5% to be estimated upon the amount realized at the sale;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as the holder of said Indebtedness may, in its discretion, elect;

THIRD: the balance, if any, to Mortgagor or its successors or assigns.

D. In the event of the death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any reason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, then the holder of the Indebtedness may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in the same manner, successive substitute Trustees may thereafter be appointed.

E. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited to the foregoing, as to any other or additional act or thing having been done by Mortgagor or by any other holder of the Indebtedness or by the Trustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted; and Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this instrument.

F. The holder of the Indebtedness may, at its election, or the Trustee may, upon written request of the holder of the Indebtedness, proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the note, notes, or guarantees evidencing it, and to foreclose the lien and/or security interest of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such property sold under the judgment or decree of a court of competent jurisdiction.

G. It is expressly understood that the holder of the Indebtedness, or the Trustee, may be a purchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee or upon any other foreclosure of the lien and/or security interest hereof, or otherwise; and the holder of the Indebtedness or the Trustee so purchasing shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the lien and/or security interest of this Deed of Trust and free of all rights of redemption in Mortgagor.

H. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive the holder of the

Indebtedness or Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust and of any note or guaranty reflecting the Indebtedness, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

ARTICLE V.

ASSIGNMENT OF PRODUCTION

A. In addition to the conveyance to the Trustee herein made, Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas and other minerals produced, saved or sold from the Mortgaged Property and attributable to the interest of Mortgagor therein subsequent to 7:00 A.M. on the 1st day of the month in which this Deed of Trust is executed, together with the proceeds of any sale thereof; Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof, and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same; and the purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor further agrees to perform all such acts, and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

B. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with this Assignment, Mortgagee shall have the right at Mortgagor's expense to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof; and failure of Mortgagor to consent to and promptly effect such change of connection shall constitute an event of default hereunder, and the whole Indebtedness may be immediately declared due and payable, at the option of Mortgagee, and the Mortgaged Property shall become subject to the foreclosure proceedings hereunder.

C. Mortgagor authorizes and empowers Mortgagee to receive, hold and collect all sums of money paid to Mortgagee in accordance with this Assignment, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. All payments provided for in this Assignment shall be paid promptly to Mortgagee, and any provisions contained in any part thereof to the contrary notwithstanding, Mortgagee may apply the same or so much thereof as it elects to the payment of the Indebtedness, application to be made in such manner as it may elect, regardless of whether the application so made shall exceed the payments of principal and interest then due as provided in the note or notes evidencing the Indebtedness. After such application has been so

made by Mortgagee, the balance of any such payment or payments remaining shall be paid to Mortgagor.

D. It is understood and agreed that should such payments provided for by this Assignment be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagor in accordance with the provisions of the note, notes, guaranty agreements or other instrument or instruments evidencing the Indebtedness, and neither this Assignment nor any provisions hereof shall in any manner be construed to affect the terms and provisions of such note, notes, guaranty agreements or other instrument or instruments evidencing the Indebtedness. Likewise, neither this Assignment nor any provisions hereof shall in any manner be construed to affect the liens, rights, title and remedies herein granted securing the Indebtedness or Mortgagor's liability therefor. The rights under this Assignment are cumulative of all other rights, remedies, and powers granted under this Deed of Trust, and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Indebtedness.

E. Should Mortgagor receive any of the proceeds of any sale of oil, gas or other minerals produced, saved or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgagee, Mortgagor will immediately remit same in full to Mortgagee.

F. Upon payment in full of all Indebtedness, the remainder of such proceeds held by Mortgagee, if any, shall be paid over to Mortgagor upon demand, and a release of the interest hereby assigned will be made by Mortgagee to Mortgagor at its request and its expense.

G. Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in connecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

ARTICLE VI.

ADDITIONAL REMEDIES

A. If Mortgagor should fail to comply with any of the covenants or obligations of Mortgagor hereunder, then Mortgagee or the Trustee may perform the same for the account and at the expense of Mortgagor but shall not be obligated so to do, and any and all expenses incurred or paid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the greater of (i) the rate of 10% per annum or (ii) the rate agreed upon in any other document or instrument relating to the Indebtedness or any part thereof, from the date when same was so incurred or paid, and the amount thereof shall be payable on demand and shall be secured by and under this Deed of Trust, and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of Mortgagee or any officer or agent thereof, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this paragraph shall in nowise be considered or constitute a waiver of the right of Mortgagee upon the happening of an event of default hereunder to declare the Indebtedness at once due and payable but shall be cumulative of such right and all other rights herein given.

B. In case any one or more of the events of default shall happen, then in each and every such case the Trustee or Mortgagee or any holder of the Indebtedness or any part thereof, whether or not the Indebtedness shall have been declared due and payable, in addition to the other rights and remedies hereunder, may exercise the following additional remedy, but shall not be obligated so to do: the Trustee, Mortgagee or holder of the Indebtedness may enter into and upon and take possession of all or any part of the Mortgaged Property and each and every part thereof and may exclude Mortgagor, its agents and servants wholly therefrom and have, hold, use, operate, manage and control the Mortgaged Property and each and every part thereof and produce the oil, gas and other minerals therefrom and market the same, all at the sole risk and expense of Mortgagor and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of all Indebtedness secured hereby, principal and interest, application to be made first to interest and then to principal; and the balance thereof, if any, shall be paid to Mortgagor. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagor in its then condition and such Trustee, Mortgagee or holder of the Indebtedness shall not be liable to Mortgagor for any damage or injury to the Mortgaged Property except such as may be caused through his, its or their fraud or willful misconduct.

C. Mortgagor does hereby designate Mortgagee as Mortgagor's agent to exercise each and every remedy set forth herein and to conduct any and all operations and take any and all action reasonably necessary to do so.

ARTICLE VII.

MISCELLANEOUS

A. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, the holder of the Indebtedness shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that the holder of the Indebtedness shall be paid as interest, a sum greater than that authorized by law. If any possible construction of this Deed of Trust or any instrument evidencing the Indebtedness, or any or all other notes, guaranties or papers relating to the Indebtedness, seems to indicate any possibility of a different power given to the holder of the Indebtedness, or any authority to ask for, demand, or receive any larger rate of interest, such as a mistake in calculation or wording, this clause shall override and control, and proper adjustments shall be made accordingly.

B. This Deed of Trust, for convenience only, has been divided into Articles and paragraphs, and it is understood that the rights, powers, privileges, duties and other legal relations of the Mortgagor, the Trustee, and the Mortgagee or any holder of the Indebtedness, shall be determined from this instrument as an entirety and with regard to the aforesaid division into Articles and paragraphs and without regard to headings prefixed to such Articles.

C. The terms used to designate any of the parties herein shall be deemed to include the heirs, successors and assigns of such parties; the term "successors" shall include the heirs, trustees and legal representatives; and the term

"Mortgagee" shall also include any lawful owner, holder or pledgee of any Indebtedness. Whenever the context requires, reference herein made to the single number shall be understood to include the plural and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter when such construction is appropriate, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

D. Every right and remedy provided for herein shall be cumulative of each and every other right or remedy of Mortgagee, whether herein or otherwise conferred, and may be enforced concurrently therewith, and the unenforceability or invalidity of any one or more provisions, clauses, sentences or paragraphs of this instrument shall not render any other provision, clause, sentence or paragraph unenforceable or invalid. No security theretofore, herewith or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this instrument or any security by endorsement or otherwise presently or previously given, and all security shall be taken, considered and held as cumulative.

E. This Deed of Trust shall be binding upon the parties, their respective successors and assigns, and shall inure to the benefit of the holder of the Indebtedness, and the covenants and agreements herein contained shall constitute covenants running with the Land.

F. It is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties in Exhibit "A" attached hereto by means of supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included, and upon the execution of any such supplemental indenture, the lien, rights, titles and interests created herein shall immediately attach to and be effective in respect to any such interests and properties so described, the same as if same had been included originally in Exhibit "A" attached hereto, and the same being included in the term "Mortgaged Property", as used herein.

G. This instrument is simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original and shall be deemed, and may be enforced from time to time, as a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof.

H. Without in any manner limiting the generality of any of the foregoing hereof, some portions of the personal property described hereinabove are or are to become fixtures on the land described herein or to which reference is made herein. In addition, the security interest created hereby under applicable provisions of the Uniform Commercial Code attaches to minerals, including oil and gas, or accounts resulting from the sale thereof, at the wellhead or minehead located on the land described or to which reference is made herein.

I. For purposes of filing this Deed of Trust as a financing statement, the addresses for Mortgagor, as the debtor, and Mortgagee, as the secured party, are as set forth hereinabove.

J. For the convenience of the parties, this instrument may be executed in multiple counterparts. For recording purposes, various counterparts have been executed and there may be attached to each such counterpart an Exhibit "A" containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this instrument with a complete Exhibit "A" may be obtained from the Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

K. The failure or delay of Mortgagee to file or give any notice as to this instrument, or to exercise any right, remedy or option to declare the maturity of the principal debt, or any other sums hereby secured, or the payment by Mortgagee of any taxes, liens, charges or assessments, shall not be taken or deemed a waiver of any rights to exercise such right or option or to declare any such maturity as to any past or subsequent violations of any of such covenants or stipulations, and shall not waive or prejudice any right or lien hereunder. Any election or failure by Mortgagee to exercise any rights, remedies or options hereunder shall not constitute a waiver or prejudice the exercise of other rights or remedies existing hereunder. All rights, powers, immunities, remedies and liens of Mortgagee existing and to exist hereunder or under any other instruments, and all other or additional security, and Mortgagee's rights at law and in equity, shall be cumulative and not exclusive, each of the other; and Mortgagee shall, in addition to the remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the liens hereof. Resort by Mortgagee to any remedy provided for hereunder or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other remedy or remedies.

EXECUTED on this 6th day of Sept., 1989.

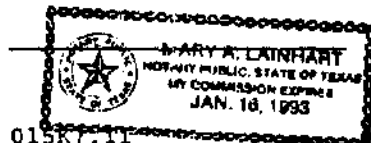
By: James M. Dunnam

James M. Dunnam

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of September, 1989, by James M. Dunnam.

My Commission Expires:



015K7.11

Mary A. Lainhart
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A" TO
DEED OF TRUST, SECURITY AGREEMENT, FINANCING
STATEMENT AND ASSIGNMENT OF PRODUCTION
(THE "DEED OF TRUST")

This Exhibit "A" sets forth the description of the property interests covered by the Deed of Trust to which this Exhibit "A" is attached. All of the terms defined in the Deed of Trust are used in this Exhibit "A" with the same meanings given therein.

This Exhibit "A" and the Deed of Trust cover and include the following:

(a) All of Mortgagor's right, title and interest in and to the oil, gas and mineral leases described herein and/or lands described in and subject to such oil, gas and mineral leases (regardless, as to such leases and/or lands, of any surface acreage and/or depth limitations set forth in any description of any of such oil, gas and mineral leases), and all of Mortgagor's right, title and interest in and to any of the oil, gas and minerals in, on or under the lands, if any, described on this Exhibit, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, nonparticipating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of oil, gas or other minerals from the oil, gas and mineral leases and/or lands described herein; and

(b) All of the foregoing interests of the Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances together with the Mortgagor's interests in, to and under or derived from all renewals and extensions of any oil, gas and mineral leases described herein, it being specifically intended hereby that any new oil and gas lease (i) in which an interest is acquired by the Mortgagor after the termination or expiration of any oil and gas lease, the interests of the Mortgagor in, to and under or derived from which are subject to the lien and security interest hereof, and (ii) that covers all or any part of the property described in and covered by such terminated or expired leases, shall, to the extent, and only to the extent such new oil and gas lease may cover such property, be considered a renewal or extension of such terminated or expired lease; and

(c) All right, title and interest of Mortgagor in, to and under or derived from any operating, farm-out, and bidding agreements, assignments and subleases, whether described in this Exhibit "A", to the extent, and only to the extent, that such agreements, assignments and subleases (i) cover or include any of the Mortgagor's present right, title and interest in and to the leases and/or lands described in this Exhibit "A" or (ii) cover or include any other undivided interests now or hereafter held by the Mortgagor in, to and

under the described leases and/or lands, including, without limitation, any future operating, farm-out and bidding agreements, assignments, subleases and pooling, unitization and communitization agreements and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any governmental body or agency having jurisdiction) to the extent and only to the extent that such agreements, assignments, subleases, or units cover or include the described leases and/or lands; and

(d) All right, title, and interest of the Mortgagor in, to and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas and gas sales, exchange, and processing contracts and agreements including, without limitation, those contracts and agreements that are described on this Exhibit "A" to the extent, and only to the extent, those contracts and agreements cover or include the described leases and/or lands herein; and

(e) All right, title and interest of the Mortgagor in, to and under or derived from all existing and future permits, licenses, easements and similar rights and privileges that relate to or are appurtenant to any of the described leases and/or lands.

Notwithstanding the intention of this Deed of Trust to cover all of the right, title and interest of Mortgagor in and to the described leases and/or lands, Mortgagor hereby specifically warrants and represents that the interests covered by this Exhibit are not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest or other interest payable out of or measured by production set forth in connection with each oil and gas well described in this Exhibit. In the event the Mortgagor owns any other or greater interest, such additional interest shall also be covered by and included in this Deed of Trust. The designation "Working Interest" or "W.I." means an interest owned in an oil, gas, and mineral lease that determines the cost bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "N.R.I." means net revenue interest, or that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens, or other burdens on production, except severance, production, windfall profits and other similar taxes. The designation "Overriding Royalty Interest" or "ORRI" means an interest in production which is free of any obligation for the expense of exploration, development and production, bearing only its prorata share of severance, production, windfall profits and other similar taxes.

BRAZORIA COUNTY, TEXAS

All of James M. Dunnam's interest in and to that certain real property situated in Brazoria County, Texas, more fully described in the follow instruments:

- (a) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 756 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31870).
- (b) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 753 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31869).
- (c) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 736 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31864).
- (d) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 750 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31868).
- (e) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Assignment of Overriding Royalty filed of record in Volume 85184, Pages 742 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31866).
- (f) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Mineral Deed filed of record in Volume 85184, Pages 739 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31865).

EXHIBIT A

- (g) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Assignment of Overriding Royalties filed of record in Volume 85184, Pages 745 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31867).
- (h) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Deed to Fee Land filed of record in Volume 85184, Pages 759 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31871).

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, HOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and INDEXED in the Volume and page of the OFFICIAL RECORD as hereinafter stated.



Holly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD

SEP 11 11 10 AM '89

Holly Bailey
COUNTY CLERK

93-032106

93032251

GENERAL WARRANTY DEED

(4)

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

HERCULES OFFSHORE CORPORATION, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by HERCULES REAL ESTATE CORPORATION, a Texas corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of those certain eight (8) tracts of land including Tract Nos. 23, 21, 22, 24, 25, 55, 57 and 58 lying and being situated in Brazoria County, Texas, all as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings and improvements thereon and appurtenances thereto and all of Grantor's right, title, and interest in and to any adjacent street, alley or right-of-way (all of such real property and related rights, improvements and appurtenances being herein collectively referred to as the "Property").

This conveyance is made and the warranties herein are given by Grantor and accepted by Grantee subject to all matters shown on Exhibit "B" to the extent same are valid and in force and effect against the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its, successors, legal representatives, and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives, and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property subject to the Permitted Exceptions to the extent the same are valid and in force and effect against the Property, unto Grantee, its successors, legal representatives, and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

Grantor warrants payment of all ad valorem taxes and assessments, both general and special, which have been imposed against the Property during the year 1992 and all prior years. Taxes for the year 1993 have been prorated as of the date hereof and are expressly assumed by Grantee. Upon demand, the parties hereto shall promptly and equitably adjust all taxes and

assessments as soon as actual figures for these items for such year are available.

EXECUTED on September 1, 1993.

HERCULES OFFSHORE CORPORATION

By: Thomas J. Seward
Name: Thomas J. Seward, II
Title: President

Grantee's Address:

11011 Richmond Avenue
Suite 500
Houston, Texas 77042

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Thomas J. Seward, President of Hercules Offshore Corporation, a Delaware corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of September, 1993.



Kimberly M. O'Brien
Notary Public in and for the
State of Texas

ATTACHMENT:

- Exhibit A - Property
- Exhibit B - Permitted Exceptions

PMAM704-11/DEED011.0VD

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

1. 48 degrees 44' W. a distance of 66.11 feet.

2. 30 degrees 30' W. a distance of 132.69 feet.

3. 42 degrees 40' W. a distance of 61.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 261.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 31, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 525, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 26, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 27 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 28, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

EXHIBIT "A"

Being eight (8) tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 68.11 feet;
South 50 degrees 30 minutes West a distance of 132.60 feet;
South 42 degrees 40 minutes West a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 1.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May 1970, of record in Volume 1060, Page 536, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND THE SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 58 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

Exhibit B

(RECORDED AS PER ORIGINAL)

Affects Tract 23:

c. Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 526 of the Deed Records of Brazoria County, Texas.

d. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

e. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

f. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 21:

g. A 1/64 royalty interest in and to all oil, gas and other minerals on, in under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 639 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

h. 1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 466, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

i. 1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

j. 1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Less a 1/256 non-participating royalty)

k. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 and 48 of the Deed Records of Brazoria County, Texas.

l. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.

m. Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 and 681 of the Deed Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

n. Fence encroachment along the southwest property line of Tract 21 as reflected on survey prepared January 19, 1989, by E. C. Guichal, Jr., Registered Public Surveyor No. 1645.

Affects Tract 22:

o. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 514 of the Deed Records of Brazoria County, Texas)

p. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 796, Page 625 of the Deed Records of Brazoria County, Texas.

Affects Tract 24:

q. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

r. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

s. Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the deed Records of Brazoria County, Texas.

t. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 605, at page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Except a 1/32 royalty)

u. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 894, at page 544 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

v. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 896, at page 328 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

Affects Tract 25:

w. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

x. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

y. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 621, at page 307 of the Deed Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

(Title to said interest not checked subsequent to date of aforesaid instrument.)

i. Fence protrusion along the northeast property line of Tract 25 as reflected on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1541.

Affects Tract 33:

aa. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

bb. 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same are set forth in instrument recorded in Volume 368, at page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

cc. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 37:

dd. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

ee. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 389, at page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

ff. Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

gg. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects Tract 38:

hh. Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

ii. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

Affects all tracts:

jj. This Company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed.

93-032106

AFTER RECORDING PLEASE RETURN TO:

✓ HERCULES REAL ESTATE CORPORATION
11011 Richmond Avenue, Suite 500
Houston, TX 77042

See

1.00 sec
5.00 mnd
17.00
23.00
BAC

THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, CLERK OF THE COUNTY, do hereby certify that the instrument was FILED FOR RECORDING
and is recorded in the PUBLIC RECORDS of the County of Brazoria, Texas, on the 7th day of
September, 1993.



Shirley
County Clerk of Brazoria Co., TX

0001 2127-0000 0008 DRAKER-A 1 9/8/93 3:55PM WED

SECURITY FEE 1.00
RIGHT-PRES 5.00
RECORDING 17.00
TOTAL 23.00
FILE # 32106
CASH 23.00

FILED FOR RECORD

93 SEP -7 PH 3:41

Shirley
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

93-032107

93032251

RELEASE OF LIEN

(4)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BRAZORIA §

THAT PARACOR FINANCE INC. formerly known as ELDERS FINANCE, INC. (the "Lender") is the legal and equitable holder of a certain promissory note (the "Note"), executed by Hercules Offshore Corporation, a Delaware corporation ("Maker"), payable to the order of the Lender, and secured in part by a First Deed of Trust and Security Agreement, dated effective as of January 20, 1989, executed by Maker in favor of Paul F. Helton, Jr. Trustee, filed for record in Volume 634, Page 520 of Official Records of Brazoria County, Texas and by a Financing Statement recorded in Volume 644, Page 496 of the Official Records of Brazoria County, Texas, covering the property described therein, including the land described in Exhibit A attached hereto (the "Property").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Lender has RELEASED and DISCHARGED and by these presents does hereby RELEASE and DISCHARGE 1. all liens and security interests held by the Lender, including the liens and security interests hereinabove described, the Property, together with all improvements thereon and appurtenances thereto.

EXECUTED as of September 1, 1993.

PARACOR FINANCE INC.
formerly known as
ELDERS FINANCE, INC.

By: Anthony R. Caragliano
Name: Anthony R. Caragliano
Title: Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF BRASCOIA §

This instrument was acknowledged before me on the 1st
day of September, 1993, by Anthony R. Caragliano, Executive Vice
President of PARACOR FINANCE INC. formerly known as ELDERS FINANCE,
INC. on behalf of said corporation.



Kimberly M. O'Brien
Notary Public, State of Texas

P:\MAN\704-11\11a01.pdf

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 43 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 736;

Thence South 43 degrees 36' East a distance of 661.8 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southeast along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 46' W. a distance of 66.11 feet,
S. 30 degrees 30' W. a distance of 132.60 feet,
S. 42 degrees 40' W. a distance of 61.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 43 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 634.8 feet to an iron rod for corner and being in the Southwest right-of-way line of County Road No. 736;

Thence North 44 degrees 24' East along the Southwest right-of-way line of County Road No. 736 a distance of 161.7 feet to the place of beginning and containing 3.974 acres of land, more or less.

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 31, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gallego Marlin Phistomann, Inc., from S. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1040, Page 335, Book Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 35, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 37 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 38, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

PROPERTY EXHIBIT

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, COUNTY CLERK, of the County Clerk's Office for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RETURNED to the OFFICE, ATTACHED at the time and date as shown below by me.



Handwritten signature

County Clerk of Brazoria Co., TX

FILED FOR RECORD

93 SEP -7 PM 3:42

Handwritten signature

COUNTY CLERK
BRAZORIA COUNTY, TEXAS

Brasoria Co., TX

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

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11. ☐ CHECK TO REQUEST SAME DESTOR SEARCH CERTIFICATE. (INSTRUCTION 8.19)

(2)

1. DESTOR (IF PERSONAL) LAST NAME Harcules Offshore Corporation		FIRST NAME		MI	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 11381 Meadowglan, Suite F			1D. CITY, STATE Houston, Texas		1E. ZIP CODE 77082	
2. ADDITIONAL DESTOR (IF PERSONAL) LAST NAME		FIRST NAME		MI	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS			2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME Elders Finance Inc.		FIRST NAME		MI		
3A. MAILING ADDRESS 200 Park Ave., 26th Floor			3B. CITY, STATE New York, New York		3C. ZIP CODE 10166	
4. ADDITIONAL SECURED PARTY (IF ANY)						
4A. MAILING ADDRESS			4B. CITY, STATE		4C. ZIP CODE	
5. ORIGINAL FINANCING STATEMENT NUMBER 5048 and 85444-80496-503		5A. ORIGINAL DATE FILED 2/22/89		5. CHECK IF APPLICABLE <input checked="" type="checkbox"/> THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE FINAL UTILITY RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED 0		
7. A. <input type="checkbox"/> AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION 8.17C)						
B. <input type="checkbox"/> TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE. (INSTRUCTION 8.17C)						
C. <input type="checkbox"/> PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION 8.17C)						
D. <input type="checkbox"/> CONFIRMATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION 8.17C)						
E. <input type="checkbox"/> TOTAL RELEASE - THE SECURED PARTY RELEASED ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION 8.17C)						
F. <input type="checkbox"/> PARTIAL RELEASE - THE SECURED PARTY RELEASED THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION 8.17C)						
G. <input checked="" type="checkbox"/> TERMINATION - THE SECURED PARTY HAS OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION 8.17C)						

THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, COUNTY CLERK, do hereby certify that this instrument was filed for record and recorded in the OFFICIAL RECORDS at the time and date as stamped hereon by me.



Olley Bailey
County Clerk of Brazoria Co., TX

B. SIGNATURE(S) OF DESTOR		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES) BY <i>Anthony R. Carrolina</i> Title: EVP		
10. Return copy to NAME <input checked="" type="checkbox"/> Kimberly M. O'Brien ADDRESS Bell & Murphy CITY 1300 Post Oak Blvd., Suite 2000 STATE Houston, Texas ZIP 17056		

FILED FOR RECORD
93 SEP -7 PM 3:42
Olley Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

STANDARD FORM - FORM DCC-2, REV. 8/1/80 © 1982 OFFICE OF THE SECRETARY OF STATE OF TEXAS

(1) Filing Officer Copy - Numerical

Reorder from Hart Forms & Services, Inc., Austin, TX - 800-823-HART (11-1872)

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Alamo Title 03

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

TO EFFECTIVE 8-3-99
THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
KNOW ALL MEN BY THESE PRESENTS:

Pursuant to that certain Order Granting Trustee's Motion For Authority To Sell Property Of The Estate Free And Clear Of All Interests Pursuant to 11 U.S.C. §363(b) and §363(f) With Any Valid Lien(s) To Attach To The Sale Proceeds, dated February 8, 1999, entered in Case No. 98-34630-H2-7; *In re Hercules Marine Services Corporation*, the United States Bankruptcy Court for the Southern District of Texas, Houston, Division, authorizing the conveyance of the Property defined below,

JANET CASCIATO-NORTHROP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION, ("Grantor"), for and in consideration of the Orders of the United States Bankruptcy Court and of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor, and for and in further consideration of the payment of a portion of the purchase price by HOUSTON COMMERCE BANK, a state banking organization ("Beneficiary"), and as evidence of such advancement Grantee, as hereinafter defined, has executed its one certain promissory note of even date herewith payable to the Beneficiary, in the original principal sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS \$325,000.00 bearing interest and being due as therein provided, which note is secured by the vendor's lien herein reserved, and is additionally secured by a Deed of Trust and Security Agreement of even date herewith, executed by the Grantee herein to P. MICHAEL WELLS, Trustee, reference to which is here made for all purposes, has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto LDL COASTAL LIMITED, L.P., ("Grantee") whose address is HOUSTON, TEXAS 77229, all of the following described real property and premises situated in Brazoria County, Texas, together with all improvements thereon (the "Property"):

All those certain tracts or parcels of land out of the BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A," which is attached hereto and made a part hereof for all purposes.

Grantor hereby transfers, sets over, assigns and conveys unto the Beneficiary and assigns the vendor's lien and superior title herein retained and reserved against the Property and premises herein conveyed in the same manner and to the same extent as if said note had been executed in Grantor's favor and said Grantor assigned to Beneficiary without recourse.

This Deed is executed by the Grantor and accepted by the Grantee subject to the matters herein stated and any easement, right-of-way and prescriptive right, whether of record or not; any restriction, ordinance, condition, reservation, building set-back line, mineral reservation, mineral lease, royalty interest, maintenance charge, assessment, agreement, covenant, encumbrance and other matter applicable and enforceable against the Property, as reflected by the records of the County Clerk of Harris County, Texas, but only to the extent the same validly exists and affects the Property;

HEEC.0001.201884.1

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RECORPER'S MEMORANDUM

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All mistakes, additions and changes were present at the time the instrument was filed and recorded.

rights of adjoining owners to any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or any overlapping improvements, and real property taxes.


TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, his heirs and assigns, forever; and Grantor does hereby bind himself, his successors and legal representatives, to WARRANT AND FOREVER DEFEND the Property unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the matters set forth in this Deed. But it is expressly agreed and stipulated that the vendor's lien and superior title is herein retained to the extent of that portion of the purchase price funded by Beneficiary against the above-described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTOR HAS ACQUIRED THE PROPERTY IN THE CAPACITY INDICATED IN THE ORDER OF SALE COVERING THE PROPERTY, AND CONSEQUENTLY GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, MINERAL, ROYALTY OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.

GRANTEE ACKNOWLEDGES THAT HE HAS INSPECTED THE PROPERTY AND GRANTEE HAS RELIED SOLELY ON HIS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT ALL OR PART OF THE PROPERTY IS OR MAY BE WITHIN THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAME.

THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

EXECUTED on this date August 2, 1999.


JANET CASCIATO-NORTHURP, TRUSTEE
OF THE CHAPTER 7 BANKRUPTCY
ESTATE OF HERCULES MARINE
SERVICES CORPORATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 1999, by , JANET CASCIATO-NORTHURP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

P. O. BOX 24727
HOUSTON, TEXAS 77229

EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULF CO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

EXHIBIT A

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Acreage No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 48 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 48 degrees 36 minutes East a distance of 161.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;

South 80 degrees 30 minutes West a distance of 132.60 feet;

South 42 degrees 40 minutes West a distance of 65.78 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 684.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 34 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 163.7 feet to the place of beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
WRIGHT-PRES	5.00
RECORDING	11.00
TOTAL	17.00

FILE #	36339	17.00
CHECK		

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FILED FOR RECORD

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Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA
I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

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DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **LDL COASTAL LIMITED, L.P.**, a Texas limited partnership, whose sole general partner is **LDL Management, LLC**, a Texas limited liability company, whose address for notice hereunder is P. O. Box 24727, Houston, Harris County, Texas 77229, hereinafter called "Grantors" (whether one or more), in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by **P. MICHAEL WELLS**, "Trustee", whose address for notice is P. O. Box 450559, 13300 Alameda Road, Houston, Texas 77245-0559, the receipt of which payment is hereby acknowledged and confessed, and of the debt and trust hereinafter mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto Trustee, and unto the successor or substitute Trustee hereinafter provided, the following property situated in Brazoria County, Texas, to-wit:

All those certain tracts or parcels of land out of **BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8**, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A", which is attached hereto and made a part hereof for all purposes,

together with all buildings and other improvements thereon and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings and other property, real and personal, now or hereafter installed or used on the above described property or the improvements thereon, including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water-heating, cooking and air-conditioning equipment, fixtures and appurtenances, window screens, window shades, venetian blinds, awnings, drapes, carpets, and other floor coverings, shrubbery and other chattels and personal property used or furnished in connection with the operation, use and enjoyment of the above described property and the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described real property; all rents, revenues, income and profits arising from any part of the above described property and the use thereof, including all rents, revenues, bonus money, royalties, rights and benefits accruing to Grantors under all present and future oil, gas and mineral leases on any part of the above described property; and all the estate, right, title and interest of every nature whatsoever of the Grantors in and to all of the foregoing and every part and parcel thereof.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in anywise incident, appertaining or belonging (all of which are hereinafter called "premises") unto Trustee, and his successors or substitutes forever; and Grantors hereby bind themselves, their heirs, successors, assigns and legal representatives, to warrant and forever defend title to said premises unto Trustee, his successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made in trust on the following trusts, terms and conditions, and for the purpose of securing and enforcing the payment of that certain Promissory Note (hereinafter called "Note") dated August 3, 1999, in the principal sum of **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, being payable as therein provided and finally maturing on or before August 3, 2002, and bearing interest before and after maturity thereof as therein specified, containing certain accelerating maturity and attorney's fee collection clauses, as specified therein (said Note being incorporated herein by reference), executed by Grantors herein and payable to the order of **HOUSTON COMMERCE BANK**, whose address is P. O. Box 450559, 13300 Alameda road, Houston, Texas 77245-0559, (hereinafter, together with any subsequent holder of the Note, called "Beneficiary"), in lawful money of the United States of America; all renewals, rearrangements and/or extensions of the Note; and all other sums of money which may be hereafter paid or advanced by or on behalf of Beneficiary under the terms and provisions of this Deed of Trust; any additional loans made by Beneficiary to Grantors (it being contemplated that Beneficiary may lend additional sums to Grantors from time to time, but shall not be obligated to do so, and Grantors hereby agreeing that any such additional loans shall be secured by this Deed of Trust); and any and all other indebtedness, obligations and liabilities of any kind of the Grantors to Beneficiary, now or hereafter existing, absolute or contingent, joint and/or several, secured or unsecured, due or not due, arising by operation of law or otherwise, or direct or indirect, or heretofore or hereafter purchased, including indebtedness, obligations and liabilities to Beneficiary of the Grantors as a member of any partnership, syndicate, association or other group, and whether incurred by the Grantors as principal,

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All amendments, additions and changes were present at the time the instrument was filed and recorded.

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surety, endorser, guarantor, accommodation party or otherwise, and whether originally contracted with Beneficiary or acquired by Beneficiary pursuant to a loan participation agreement or otherwise (all of which are hereinafter referred to as the "indebtedness"). Default in the terms of any note evidencing such past, present or future indebtedness or default in the terms of any Deed of Trust securing same shall be an event of default and a breach of covenant under all of said notes and Deeds of Trust and will give Beneficiary the right to accelerate the payment of all said notes and to foreclose under the terms of all the Deeds of Trust.

Grantors hereby expressly covenant and agree that:

1. Grantors will pay the Note secured hereby in accordance with the terms and provisions thereof.

2. The execution of this Deed of Trust shall not impair or affect any other security which may be given to secure the payment of the indebtedness secured hereby, and all such additional security shall be considered as cumulative. The taking of additional security, execution of partial releases of the security or any extension of time of payment of the indebtedness secured hereby, shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety, guarantor or endorser for the payment of said indebtedness.

3. Grantors will pay as same come due and before same become delinquent, all taxes, assessments and other charges imposed, levied or assessed against the premises.

4. Grantors will keep the premises in good condition and repair and will not commit or permit any waste, impairment or deterioration of the same and generally will not do any act by which the value of the above described premises may become impaired. Neither shall any improvements, fixtures, or personal property be altered, destroyed or removed from said premises without the written consent of Beneficiary.

5. On default in the prompt payment of any sums of money secured by this Deed of Trust, Beneficiary, or any Agent of Beneficiary, shall have the right, but not the obligation, to demand, collect, receive, sue for and recover in its own name all presently owing or future rents, revenues, and incomes and to apply the same to the payment of the indebtedness secured hereby, after first deducting therefrom all expenses of collection. On such default, Beneficiary shall also have the right to take possession of the premises, remove all persons therefrom and rent the same for the account of Grantors, and employ such agents and attorneys as may be necessary with respect thereto. Likewise, on such default, Beneficiary shall be entitled to have a Receiver appointed to take possession of the premises and to collect all rents, income and revenues without notice to Grantors and without regard to the valuation of said premises or the solvency or insolvency of Grantors or any other person liable for any part of the indebtedness secured hereby, and without prejudice to any other rights or remedies.

6. Grantors will insure and keep insured all buildings and improvements now or hereafter located on the premises against loss or damage by fire; flooding, if the premises are located in a flood hazard area as designated by appropriate governmental authorities; and such other hazards as Beneficiary may require, in insurance companies approved by Beneficiary in form and in amounts satisfactory to Beneficiary, provided, that Beneficiary shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. Such insurance policies shall contain loss payable clauses (standard mortgagee clauses) in favor of the Beneficiary as its interest may appear. Such policies and all renewals shall be delivered immediately to and held by Beneficiary together with receipts showing payment of all premiums thereon. Beneficiary is authorized to collect and apply the insurance proceeds, less a reasonable collection expense, at its option, either to the sums secured by this Deed of Trust, whether due or not, (in such manner and in such order with respect to maturities as Beneficiary shall determine), or to restoration or repair of the property damaged. No interest shall accrue or be payable to Grantors on any money collected and held by Beneficiary under said policies. The provisions herein shall not create any duty on the part of the Beneficiary to collect insurance proceeds and the Beneficiary shall not be liable for the failure to collect same regardless of the cause of such failure. In the event of foreclosure of this Deed of Trust or other transfer of the premises, in extinguishment of the indebtedness secured hereby, complete title to all policies held by the Beneficiary, all proceeds thereof resulting from damages to the properties prior to sale or acquisition, and all unearned premiums thereon shall pass to and vest in the purchaser or grantee. It is expressly acknowledged and agreed that procurement of insurance on said premises from any particular agent, broker or underwriter has not been directly or indirectly required by Beneficiary as a condition for making the loan secured hereby.

7. If Beneficiary has required mortgage insurance as a condition of making the loan secured by this Deed of Trust, or if mortgage insurance is necessary to make such loan a qualifying loan under applicable governmental regulations, Grantors agree to provide such insurance in an insurance company chosen by Grantors and acceptable to Beneficiary and governmental authorities, and agrees to pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with written agreement or applicable law or governmental regulations.

8. If Grantors fail to pay before delinquency all taxes, assessments, maintenance charges and other charges imposed, levied or assessed against said property or to maintain the insurance coverage, all as herein provided, Beneficiary may, at its option and without waiver of any other rights granted by this Deed of Trust for breach of the covenants contained herein, procure and pay for any such insurance coverage and pay any such taxes, assessments, maintenance charges and other charges, including any sums that may be necessary to redeem the premises from tax sale, without obligation to inquire into the validity of any such taxes, assessments, charges and tax sales, the receipts of the proper officers being conclusive evidence of the validity and amount thereof. Further, in the event Beneficiary is made a party defendant to any lawsuit arising out of the non-payment or alleged non-payment of any such taxes, assessments, maintenance charges, or any other charges imposed, levied, or assessed against said property, whether Beneficiary is joined as a normal party defendant or as a lienholder only, Grantor agrees to reimburse Beneficiary for any and all costs incurred by Beneficiary in connection therewith, including, without limitation, attorney's fee, court costs, filing fees, Master fees, title searches and any other costs actually incurred in connection therewith. All amounts so paid by Beneficiary pursuant to this Paragraph shall immediately become due and payable on demand to Beneficiary, and shall bear interest from the date of disbursement at the rate payable on the outstanding principal sum under the Note secured hereby, and all such amounts shall become additional indebtedness secured by this Deed of Trust.

9. Grantors shall create, at the option of Beneficiary, a reserve fund for the payment of annual insurance premiums that will become due and payable, taxes, assessments, and maintenance charges levied and to be levied against the premises by paying to Beneficiary contemporaneously with the installments due on the Note a sum equal to the premiums that will next become due and payable on hazard insurance policies covering the premises and premiums on mortgage insurance, if any, plus taxes, assessments and maintenance charges next due and payable on the premises, as estimated by Beneficiary divided by the number of months to lapse before one (1) month prior to the date any such premiums, taxes, assessments and maintenance charges will become due and payable. Such sums shall be held by Beneficiary for the purpose of paying such premiums, taxes, assessments and maintenance charges. Any excess reserve shall be credited by Beneficiary on either subsequent payments of the same nature or to the installments of principal and interest owing on said Note in any order of maturity and manner the Beneficiary may elect. Any deficiency in said reserve fund shall be paid by Grantors to Beneficiary on or before the date any such premiums, taxes and maintenance charges shall be due and payable. Such reserve funds may be commingled by the Beneficiary with other funds, and Grantors shall not be entitled to receive any interest thereon. The reserve funds are pledged to Beneficiary as additional security for the sums secured by this Deed of Trust, and the liens of this Deed of Trust shall at all times extend to said sums, which said sums shall not be assignable or refundable (except as herein provided) until all indebtedness secured by this Deed of Trust has been paid in full. In the event of default under this Deed of Trust, any part or all of said reserve fund may be applied by Beneficiary to said indebtedness.

10. Grantors will not suffer or permit any lien superior or equal to the lien created hereby to attach to or to be enforced against the premises.

11. If this Deed of Trust is on a unit in a condominium or a planned unit development, Grantors shall perform all of Grantors obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

12. If any part of the premises shall be taken for public use under the power of eminent domain, Beneficiary shall have the right to receive and collect all amounts and damages awarded by such condemnation proceedings and apply the same on the last maturing installments of the indebtedness secured hereby.

13. Grantors expressly waive and renounce the benefit of all present and future laws providing for any appraisal before sale of any of the property covered by this Deed of Trust, commonly known as "appraisal laws", and all present and future laws extending in any manner the time for enforcement of

collection of the indebtedness secured hereby, commonly known as "stay laws" and "redemption laws".

14. If, subsequent to the execution and delivery of this Deed of Trust, it should be ascertained that there is a defect in the title of Grantors to the premises, or that there is a lien of any nature whatsoever on any part of the premises, which is equal or superior in rank to the lien granted by this instrument, or if a homestead claim is asserted to any part of the premises adverse to this trust, or if Grantors or any subsequent owner of the premises become insolvent or bankrupt, or a receiver be appointed for their property, or a petition for reorganization, arrangement, receivership, bankruptcy or any proceeding for protection under the Bankruptcy Act or proceedings related to any of the foregoing be filed by or against Grantors or any subsequent owner of the premises, then in any such event any Beneficiary shall have the right to declare the indebtedness secured hereby at once due and payable without demand or notice, and the lien granted by this Deed of Trust may be foreclosed.

15. (a) If the indebtedness secured hereby is fully paid in accordance with the terms and provisions of this instrument and Note, and if the covenants and agreements contained herein are kept and performed, then this conveyance shall become null and void and shall be released at the expense of Grantors; otherwise, the same shall remain in full force and effect; and if default is made in the payment of any part of the indebtedness secured hereby or in the performance of any of the covenants and agreements contained in this instrument or in the Note, or in any document executed in connection therewith, then the entire indebtedness secured hereby shall, at once or at any time thereafter while any part of said indebtedness remains unpaid, at the option of any Beneficiary, become due and payable without demand or notice (all rights to demand and notice being hereby expressly waived), and it shall thereupon be the duty of the above named Trustee, or his successor or substitute, as hereinafter provided, to enforce this trust at the request of any Beneficiary (which request shall be presumed) and to sell the premises with or without first having taken possession of the same and in whole or in part, as the acting Trustee may elect (all rights to a marshaling of assets of Grantors being expressly waived hereby), to the highest bidder for cash at public auction at the Courthouse door of the County in which said premises are situated on the first Tuesday of any month between the hours of 10 A.M. and 4 P.M., after giving notice of the time, place and terms of sale and the premises to be sold by (i) the acting Trustee or any person chosen by him posting or causing to be posted written or printed notice thereof at least twenty-one (21) days preceding the date of said sale at the County Courthouse door of said County, and (ii) the Beneficiary or any person chosen by it, at least twenty-one (21) days preceding the date of said sale, serving written notice of such proposed sale by certified mail on each debtor obligated to pay the indebtedness evidenced by the Note according to the records of Beneficiary. Service of such notice to each debtor shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. After such sale, the acting Trustee shall make due conveyance with general warranty to the purchaser or purchasers, and the Grantors bind themselves, their heirs, assigns, executors, administrators, successors and legal representatives to warrant and forever defend the title of such purchaser or purchasers.

(b) If default is made in the payment of any part of the indebtedness secured hereby or in the performance of any of the covenants and agreements contained in this instrument or in the Note, any Beneficiary shall have the right and option to proceed with foreclosure in satisfaction of such item or items by directing the Trustee, or his successor or substitute as hereinafter provided, to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole debt due, and provided that if sale is made because of default as hereinabove mentioned, such sale may be made subject to the unmatured part of the Note and the indebtedness secured hereby, and it is agreed that such sale, if so made shall not in any manner affect any other obligation or obligations secured hereby but as to such other obligations this Deed of Trust and the liens created hereby shall remain in full force and effect just as though no sale had been made under the provisions of this Paragraph 15(b). It is further agreed that several sales may be made hereunder without exhausting the right of sale for any other breach of any of the obligations secured hereby, it being the purpose to provide for a foreclosure and a sale of the premises for any matured portion of any of the indebtedness secured hereby or other items provided for herein without exhausting the power to foreclose and to sell the premises for any other part of the indebtedness secured hereby whether matured at the time or subsequently maturing.

(c) The proceeds from any such sale shall be applied by the acting Trustee as follows: (1) To the payment of all expenses of advertising, selling and conveying said premises, including a commission to the acting Trustee of five per cent (5%) of the amount of the unpaid indebtedness secured hereby; (2)

To the payment to Beneficiary of all unpaid principal, accrued interest to date of sale, attorney's fees and all other indebtedness secured hereby; and (3) The balance, if any, shall be paid to Grantors. It is agreed, however, that Grantors shall remain liable to Beneficiary for any deficiency to the extent permitted by applicable law.

(d) The acting Trustee hereunder shall have the right to sell the premises in whole or in part and in such parcels and order as he may determine, and the right of sale hereunder shall not be exhausted by one or more sales, but successive sales may be had until all of the premises have been legally sold. In the event any sale hereunder is not completed or is defective in the opinion of Beneficiary or the holder of any part of the indebtedness, such sale shall not exhaust the power of sale hereunder, and Beneficiary or such holder shall have the right to cause a subsequent sale or sales to be made by the Trustee or any successor or substitute Trustee. Likewise, Beneficiary may become the purchaser at any such sale if it is the highest bidder, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the indebtedness owing in lieu of cash payment. The purchaser or purchasers at foreclosure shall have the right to affirm or disaffirm any lease of said premises.

(e) It shall not be necessary for the acting Trustee to have constructively in his possession any part of the real or personal property covered by this Deed of Trust, and the title and right of possession of said property shall pass to the purchaser or purchasers at such sale as fully as if the same had been actually present and delivered. Likewise, on foreclosure of this Deed of Trust whether by power of sale herein contained or otherwise, Grantors or any person claiming any part of the premises by, through or under Grantors, shall not be entitled to a marshaling of assets or a sale in inverse order of alienation.

(f) The recitals and statements of fact contained in any notice or in any conveyance to the purchaser or purchasers at any such sale shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed.

(g) Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantors, their heirs, successors, assigns and legal representatives.

16. In the event of a foreclosure under the powers granted by this Deed of Trust, Grantors, and all other persons in possession of any part of the premises, shall be deemed tenants at will of the purchaser at such foreclosure sale and shall be liable for a reasonable rental for the use of said premises; and if any such tenants refuse to surrender possession of said premises upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantors expressly waive all damages sustained by reason thereof. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise. This Deed of Trust and Trustee's Deed executed under the powers created hereby shall be, in any action of forcible detainer, prima facie evidence of the existence of the relationship of landlord and tenant as between the purchaser and Grantors, their tenants and/or assigns.

17. In case of the death, inability, refusal or incapacity of the herein named Trustee to act, or at the option of any Beneficiary at any time and without cause or notice, a successor or substitute Trustee may be named, constituted and appointed. Successor or substitute Trustees may be named, constituted and appointed without procuring the resignation of the former Trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice-President and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor or substitute Trustee, whereupon such successor or substitute Trustee shall become vested with and succeed to all of the rights, titles, privileges, powers and duties of the Trustee named herein. Such right of appointment of a substitute or successor Trustee shall exist as often and whenever for any of said causes the original or successor or substitute Trustee cannot or will not act or has been removed as herein provided.

18. This Deed of Trust and the Note have been executed and delivered in the State of Texas and are to be construed and enforced in accordance with the laws of the State of Texas. If any terms or provisions contained herein are in conflict with the laws of the State of Texas or would operate to invalidate this Deed of Trust, such terms and provisions shall be held for naught, but the remainder of the terms and provisions shall remain in full force and effect. Likewise, in no event and upon no contingency shall Grantors be required to pay interest on the indebtedness secured hereby in excess of the rate allowed by the laws of the State of Texas. It is the intention of the parties hereto to conform strictly to the usury laws now

in force in the State of Texas. Accordingly, notwithstanding anything contrary in the Note, this Deed of Trust or any other agreement entered into in connection herewith, it is agreed as follows: (i) the aggregate of all charges which constitute interest under the laws of the State of Texas that are contracted for, chargeable or receivable under the Note, this Deed of Trust or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest permitted by law, and any excess shall be canceled automatically and, if theretofore paid, shall, at Beneficiary's option, be either refunded to Grantors or credited on the principal amount of the Note; and (ii) determination of the rate of interest shall be made by amortizing, prorating, allocating and spreading, in equal parts during the period of the full stated term of the loan, all interest at any time contracted for, charged, or received from Grantors in connection with the loan; and (iii) in the event that the maturity of the Note is accelerated by reason of an election of Beneficiary resulting from a default under the Note, this Deed of Trust or any agreement entered in to in connection herewith, or in the event of any required or permitted prepayments, then such charges that constitute interest may never include more than the maximum amount permitted by law, and interest in excess of that permitted by law, if any, provided for in the Note, this Deed of Trust or otherwise shall be canceled automatically and, if theretofore paid, shall, at Beneficiary's option, be either refunded to Grantors or credited on the principal amount of the Note.

19. This instrument shall be deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment, Contract, Security Agreement, Financing Statement, or Lien on Machinery Situated on Realty, and from time to time as any one or more thereof, and shall constitute a "fixture filing" for purposes of Article 9 of the Texas Uniform Commercial Code.

20. If the lien created by this Deed of Trust shall be invalid or unenforceable as to any part of the indebtedness secured hereby, the unsecured portion of said indebtedness shall be completely paid and liquidated prior to the payment and liquidation of the remaining and secured portion of said indebtedness, and all payments made on said indebtedness shall be considered to have been first paid on and applied to the complete payment and liquidation of that portion of the indebtedness which is not secured by the lien of this Deed of Trust.

21. It is understood and agreed that the proceeds of the Note, to the extent that the same are utilized to take up any outstanding liens and charges against the premises, or any portion thereof, have been advanced by Beneficiary at Grantors' request and upon Grantors' representation that such amounts are due and payable. Beneficiary shall be subrogated to any and all rights, superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens however remote regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment.

22. Grantors agree not to convey or contract to convey the premises, in whole or in part, without first obtaining the prior written consent of Beneficiary. Beneficiary shall be under no obligation to consent to any sale or conveyance. Should Grantors, without obtaining the prior written consent of Beneficiary, convey or contract to convey the premises, in whole or in part, any Beneficiary shall have the right and option to declare the entire amount of the indebtedness secured hereby to be due and payable. Beneficiary may exercise such right and option by giving written notice to Grantors and to the Grantees to whom such premises was sold or conveyed that the entire indebtedness has been declared due and payable and demand payment thereof. Such right and option may be exercised by any Beneficiary at any time during the period of one year from the date the contract to convey or conveyance was executed and notice thereof given to Beneficiary. The failure to pay the indebtedness so declared to be due in full within forty-five (45) days after the giving of such notice shall constitute an event of default under this Deed of Trust and the Trustee hereunder shall be and is hereby authorized and empowered when requested to do so by Beneficiary after such default to sell the premises as herein provided. Should Grantors, with the prior written consent of Beneficiary convey or contract to convey the premises herein described, either Grantors or the new owner must pay to Beneficiary a reasonable and customary transfer fee that it is charging at the time of such conveyance or contract to convey for all such transfers. The payment of such fee will not affect or impair the rights and options granted to Beneficiary herein. In the event ownership of the property herein described (or any part thereof or interest therein) becomes vested in a person other than the Grantors, regardless of how the same may occur and whether with or without the written consent of Beneficiary, the Beneficiary may, without notice to the Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to the debt hereby secured in the same manner as with the Grantors without limiting or discharging the liability of Grantors under this Deed of Trust and the indebtedness secured hereby. Sale of the premises by Grantors, forbearance by Beneficiary, extensions of the time of payment of the indebtedness secured hereby or acceleration of the time of payment of the indebtedness secured hereby and the subsequent reinstatement of same, shall not operate to release, discharge, modify, change or affect the original liability

of Grantors in whole or in part.

23. To further secure said indebtedness, Grantors hereby grant to Beneficiary a security interest in and to the premises insofar as such premises consists of fixtures, chattels and personal property as hereinabove described, subject to the provisions of the Texas Uniform Commercial Code, and to the full extent permitted thereby, including the proceeds and products of and from any and all of such personal property and fixtures. If any default occurs under the terms of the Note or this instrument, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a Secured Party by the Texas Uniform Commercial Code with reference to the personal property and fixtures in which Beneficiary has been granted a security interest herein, or the Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights, powers and remedies granted under this instrument in respect of the real property covered hereby.

24. It is expressly agreed and understood that the exercise of any option in this Deed of Trust by the Beneficiary shall not be considered as a waiver of its right to exercise any other option provided herein and the failure or the refusal to exercise any such option shall not be considered as a waiver of the option and further that the Beneficiary shall not be guilty of waiver or estoppel by not immediately accelerating the maturity of the indebtedness upon the happening of any of the events herein set forth or upon the breach by Grantors of any covenants or agreements herein contained, but shall be entitled to accelerate said indebtedness at its option at any time after the occurrence of any such event or breach and the acceptance of payments shall in no manner be construed as a waiver or estoppel of such right to accelerate.

25. The covenants and agreements herein contained shall be joint and several and shall inure to the benefit of and be binding upon the respective heirs, successors, assigns, and legal representatives of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

26. The terms and provisions of Paragraph Eighteen (18) above pertaining to the payment of interest in strict accordance with the usury laws of the State of Texas shall include and be construed together with modifications and pre-emptions thereof by applicable Federal Laws from time to time existing.

27. This Deed of Trust and Security Agreement is a construction mortgage as defined in Section 9.313(a) (3) of the Texas Business and Commerce Code.

28. Annually throughout the term of the Note, Grantors, at Grantors' expense, agree to furnish to Beneficiary an updated appraisal on the value of the premises. Said appraisal shall be in a form acceptable to Beneficiary and shall be performed by an appraiser satisfactory to Beneficiary. Furthermore, Grantors agree that in the event an independent appraisal is required by any governmental agency, Grantors will pay the cost of such appraisal and will pay such sums and perform such acts as may be required by such agency to make the loan a conforming loan under existing governmental regulations governing the Beneficiary.

29. It is understood and agreed that funds to be advanced upon the Note secured hereby are to be used in accordance with a Loan agreement made by and between grantors herein and Beneficiary herein of even date herewith, which said Loan agreement is incorporated herein and made a part of this Deed of Trust. This Deed of Trust secures the payment of all sums and the performance of all covenants required of Grantors herein by said Loan Agreement, and upon the failure of Grantors herein to keep and perform all the covenants, conditions and agreements of said Loan Agreement, the principal sum and all interest and other charges provided for herein and secured hereby shall, at the option of the Beneficiary herein, become due and payable, anything herein contained to the contrary notwithstanding.

30. It is expressly agreed that all covenants, conditions and agreements contained in the said Loan Agreement executed in connection with the Note secured hereby are made a part of this Deed of Trust. This Deed of Trust will be considered in default upon any default or event by which under the terms of such Loan Agreement shall be an act or event of default therein.

31. In consideration for Beneficiary accepting and agreeing to this Deed of Trust, the Grantors, upon demand by Beneficiary, shall deliver to Beneficiary current Financial Statements. The term "Financial Statements" shall mean such balance sheets, profit and loss statements, reconciliations of capital and surplus, changes in financial conditions, schedule of sources and applications of funds, operating statements with respect to the Grantors and the property and any other financial information which Beneficiary may require.

32. If, without the prior written consent of Beneficiary, which consent may be given or withheld by Beneficiary in the exercise of its sole and absolute discretion, Grantors create any lien or encumbrance subordinate to this Deed of Trust, then Beneficiary may, at its option, declare all or part of the indebtedness immediately due and payable, and Beneficiary shall be entitled to exercise any and all remedies provided under this Deed of Trust.

33. On or before January 31 of each calendar year, Grantors agree to furnish to Beneficiary copies of paid tax receipts from all taxing authorities which levy real estate taxes against the premises for taxes with respect to the preceding calendar year. Notwithstanding the foregoing, in the event Grantors are unable to procure such tax receipts by January 31 of each year, Grantors may, in the alternative, furnish Beneficiary other evidence reasonably satisfactory to Beneficiary evidencing the payment of such taxes prior to their delinquency.

34. The indebtedness herein described and hereby secured is additionally secured by a vendor's lien retained in favor of Beneficiary herein in Deed of even date herewith to Grantor herein, which vendor's lien and this Deed of Trust secure the payment of said indebtedness of **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)** and it is agreed that this Deed of Trust is cumulative of and without prejudice to said lien and title and that a foreclosure hereunder will operate to foreclose said vendor's lien, said Deed being referred to for all purposes.

EXECUTED this the 3rd day of August, A.D., 1999.

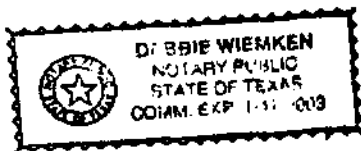
LDL COASTAL LIMITED, L.P., a Texas limited partnership

By: **LDL Management, LLC, a Texas limited liability company, its sole general partner**

By: Morris B. Linder
Morris B. Linder, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 3rd day of August, A.D., 1999, by Morris B. Linder, Manager of LDL Management, LLC, a Texas limited liability company, the sole general partner of LDL COASTAL LIMITED, L.P., a Texas limited partnership, on behalf of said company and partnership and in the capacity therein stated.



Debbie Wiemken
Notary Public in and for the State of T E X A S

Notary's Printed Name and
Commission Expiration Date:

EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULF CO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

EXHIBIT "A"

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 755;

Thence South 45 degrees 16 minutes East a distance of 441.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;
 South 50 degrees 30 minutes West a distance of 132.60 feet;
 South 42 degrees 40 minutes West a distance of 65.95 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 444.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 755;

Thence North 46 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 755 a distance of 263.7 feet to the place of beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
RIGHT-PRES	5.00
RECORDING	21.00
TOTAL	27.00

FILE #	86340
CHECK	27.00

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FILED FOR RECORD
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Joyce Huoman
 COUNTY CLERK
 BRAZORIA COUNTY TEXAS

STATE OF TEXAS
 COUNTY OF BRAZORIA

I, JOYCE HUOMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Huoman
 County Clerk of Brazoria Co., TX

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ASSIGNMENT OF RENTS

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

A. **LDL COASTAL LIMITED, L.P.**, a Texas limited partnership, whose sole general partner is **LDL Management, LLC**, a Texas limited liability company ("Assignor"), by Deed of Trust and Security Agreement of even date herewith (hereinafter called "Deed of Trust"), mortgaged to **HOUSTON COMMERCE BANK**, a State banking association, as mortgagee ("Assignee"), the real property (the "Property") more particularly described as follows, to-wit:

All those certain tracts or parcels of land out of **BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8**, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A", which is attached hereto and made a part hereof for all purposes.

B. The Deed of Trust was given to secure the payment of a promissory note of even date herewith in the amount of **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, executed by Assignor and incorporated herein by reference for all purposes.

C. Assignor, as lessor, has entered into leases and/or may enter into leases in the future, in connection with the improvements located on the Property (the "Leases").

NOW, THEREFORE, for value received, Assignor hereby absolutely and unconditionally assigns and transfers to Assignee (1) all the rents, revenues and any other income of the Property, including those now due, or to become due by virtue of the Leases, or any other agreement for the occupancy or use of all or any part of the Property, regardless of the party to whom the rents and revenues of the Property are payable; and (2) all the Leases and any other agreements for the use or occupancy of all or any part of the Property, including any and all extensions, renewals and replacements thereof. All Leases, other agreements for use or occupancy, and all extensions, renewals and replacements thereof, and all future leases, and other agreements for use or occupancy, extensions, renewals and replacements thereof, are hereby incorporated to be included in all references to "Leases" herein.

This assignment and agreement shall be under the following terms and conditions:

1. Until the Note, and all renewals and extensions thereof, are paid in full, or until the Property is released by Assignee as security for the Note, Assignor shall transfer, sell and hereby transfers, sells and assigns, unto Assignee all subsequent leases of the Property, or any part thereof.

2. Assignor acknowledges that this assignment in no way affects or alters the Note and Deed of Trust. Assignor hereby agrees to make or cause to be made:

(a) all payments of principal and interest on the Note and any amendments, extensions or renewals thereof;

(b) payment of all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of this Assignment, the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note; and,

(c) punctual performance and discharge of each and every obligation, covenant and agreement contained in the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note.

3. Assignor warrants and represents that Assignor has not previously assigned the Leases or the rents and revenues of the Property, or executed any other instrument which would interfere with or in any manner prevent Assignee from obtaining the full benefits of the provisions of this Assignment.

4. Assignor hereby authorizes Assignee or Assignee's agents to collect the rents and revenues from the Property and hereby directs each tenant of the Leases to pay such rents and revenues to Assignee or Assignee's agents; provided, however, so long as there shall exist no default by Assignor in the payment of the Note, or in the performance of any obligation, covenant or agreement contained herein, in the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note, Assignor shall have the right to collect and receive as trustee for the benefit of Assignee all rents and revenues arising

RECORDING MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All statements, omissions and changes were present at the time the instrument was filed and recorded.

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under the Leases or from the Property, and to apply the rents and revenues so collected to the sums secured by the Deed of Trust; with the balance, so long as no such default exists, to the account of Assignor; it being the intention of Assignor and Assignee that this Agreement constitutes an absolute assignment and not an assignment for additional security only, but it is an assignment intended as a pro tanto payment of the Note (upon receipt after default) and all other indebtedness secured by the lien of the Deed of Trust).

5. Assignor covenants and agrees with Assignee:

(a) not to collect any of the rent, income and profits from the Property more than one month in advance of the time that the same shall become due under the provisions of the Leases (other than for security deposits made under the Leases);

(b) not to execute any other assignment of the rents, income or profits arising or accruing from the Leases or the Property;

(c) to assign and transfer to the Assignee any and all other leases entered into after the date of this Agreement upon all or any part of the Property and to execute and deliver, at the request of the Assignee, all such further assignments in the premises as the Assignee shall from time to time require;

(d) that if any act shall be done by the Assignor in breach of the foregoing, then such act shall be null and void and without force or effect unless specifically agreed to in writing by the Assignee.

6. Upon or at any time after default by the Assignor in the payment of the principal and interest on the Note, in the performance of any obligation, covenant or agreement contained herein, in any Lease affecting the Property, in the Note, the Deed of Trust, or in any other instrument executed by the Assignor in connection with the Note, Assignor's right to collect and receive as trustee for the benefit of Assignee all rents and revenues arising under the Leases shall terminate without notice to Assignor. Further, the Assignee may, but is not obligated or required, at its option, without notice, and without regard to the adequacy of the security for the Note, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Additionally, Assignee may demand, sue for or otherwise collect and receive all rents, income and revenues of the Property, including those past due and unpaid, without taking possession of the Property. Assignee shall also have full power to make, from time to time, all alterations, repairs or replacements to the Property as may seem proper to Assignee and to apply such rents, income and profits to the payment of:

(a) all expenses of managing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Property, including all taxes, charges, claims, assessments, and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and regaining possession of the Property; and,

(b) the principal and interest on the Note, together with all costs and attorneys' fees incurred by Assignee in enforcing Assignor's obligations hereunder, under the Note, the Deed of Trust, or in any other instrument executed by Assignor in connection with the Note, all in such order of priority as to any of the items mentioned in this paragraph as the Assignee in its sole discretion may determine.

No credit shall be given by Assignee for any sum or sums received from the rents, income and revenues of the Property until the money collected is actually received by Assignee and no credits shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit on any indebtedness secured by the lien of the Deed of Trust be given for any rents, income and revenues derived from the Property after Assignee obtains title to the Property by foreclosure, order of a court or by operation of law or otherwise. The exercise by Assignee of the option granted in this paragraph to take possession of the Property, and Assignee's collection of the rents, income and revenues and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Deed of Trust, this Assignment or any other instrument executed by Assignor in connection with the Note.

7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or portions thereof after default or from any other act or omission of Assignee in managing the Property after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Furthermore, it is understood that Assignee shall not be obligated to assume, perform or discharge, nor does Assignee undertake to assume, perform or discharge, any obligation, duty of liability of Assignor

under the Leases, it being agreed that Assignee shall be treated as agreeing to assume, perform or discharge such obligations, duty or liability only if:

- (a) Assignee shall, by written notice sent to the tenants named in the Leases, specifically so elect; or
- (b) Assignee shall foreclose judicially or under the Deed of Trust and take possession of the Property.

In no event shall Assignee be liable for the performance or discharge of any obligations not expressly assumed by it, or in any assignment or other transfer by Assignee of its interests in the Leases or the Property to any other party. Assignor shall, and hereby agrees to, defend (with counsel acceptable to Assignee), indemnify and hold Assignee harmless from and against any and all liability, loss, cost, damage or expenses which may be or is incurred by Assignor under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee or by reason of any alleged obligations or undertakings on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such obligations or undertakings expressly assumed by Assignee. If Assignee should incur any such liability, or be subject to any such claims, all expenses incurred or expended by Assignee in connection therewith (including attorney's fees) shall be deemed secured by the Deed of Trust and Assignor shall reimburse Assignee immediately upon demand. Upon the failure of Assignor to reimburse Assignee, Assignee may, at its option, declare all sums evidenced by the Note and secured by the Deed of Trust immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility upon Assignee, except as otherwise specifically provided, for the control, care, management or repair of the Property, nor for the carrying out of any of the terms and conditions of the Leases nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any tenant thereof, or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee or stranger.

8. In the event there shall have been made payment in full of the principal and interest on the Note or any other indebtedness secured by the lien of the Deed of Trust, and Assignor shall make, or cause to have been made, full performance of all of Assignor's obligations under the Deed of Trust, this Assignment, and all other instruments executed by Assignor in connection with the Note, then this Assignment shall become and be void and of no further force and effect. An affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee indicating that any part of the principal or interest on the Note remains unpaid or that Assignor's obligations remain unperformed shall be conclusive evidence of the continuing validity and effectiveness of this Agreement and any person may, and is authorized to, rely thereon.

9. Assignor authorizes and directs the tenants named in the Leases, upon receipt from Assignee of written notice to the effect that (i) Assignee is then the holder of the Note, Deed of Trust and this Assignment, and (ii) that a default exists under any of the provisions of one or all of such instruments, to pay over to Assignee all rents, income and revenues arising or accruing under the Leases and to continue to do so until otherwise notified by Assignee. Assignor agrees that (i) any tenant or occupant of the Property shall have the right to rely upon notice by Assignee without obligation or right to inquire as to whether default actually exists; and (ii) Assignor shall have no right or claim against any such tenant or occupant for any such rents paid by any tenant or occupant to Assignee following receipt of such notice.

10. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, Deed of Trust or under any other instrument executed by Assignor in connection with the Note, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any instrument executed by Assignor in connection with the Note. The collection and application of the rents, income and revenues from the Property to the Note, or as otherwise provided above, shall not constitute a waiver by Assignee of any default which might at the time of such application or thereafter exist under any documents executed by Assignor in connection with the Note. The Note may be accelerated in accordance with its terms, notwithstanding the application or rents, income and revenues.

11. In the event of foreclosure of the Deed of Trust by sale or otherwise, Assignee is authorized (i) to sell Assignor's interest in the Leases as lessor together with the Property; or (ii) to assign the same without the Property; or (iii) to assign the same without consideration to the purchaser at any such sale or to any other claimant to title to the Property by virtue of foreclosure of the lien of the Deed of Trust. There

shall be no liability to account to Assignor for any rents, revenues, income or profits accruing after the foreclosure of the Deed of Trust.

12. Assignor agrees to execute and deliver to Assignee such further instruments and documents as, from time to time during the existence of this Assignment, Assignee may reasonably require in order to perfect the interest and rights of Assignee under this Assignment.

13. No remedy or right conferred upon Assignee by operation of law, by this Assignment, the Note, the Deed of Trust or by any other instrument executed by Assignor in connection with the Note is intended to be, nor shall it be, inclusive of any other right or remedy, but each and every remedy or right shall be cumulative and shall be in addition to every other remedy or right conferred upon Assignor and each and every such remedy or right may be pursued by Assignee in such manner and order, together or separately, and at such times as Assignee may elect.

14. If any term or provision of this Assignment, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

15. Notice provided for in this Agreement must be in writing, and shall be given or served, unless otherwise expressly provided herein, by depositing the same in the United States Mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same by courier or in person to such party (or, if the party or parties to be notified be incorporated, to an officer of such party), or by prepaid telegram addressed to the party to be notified. Notice deposited in the mail, postpaid and certified with return receipt requested, shall be deemed received upon deposit in a proper United States depository. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties and their currently designated agents for the receipt of notice hereunder are:

for Assignor: **LDL COASTAL LIMITED, L.P., a Texas limited partnership**
P. O. Box 24727
Houston, Texas 77229

for Assignee: **HOUSTON COMMERCE BANK**
P. O. Box 450559
13300 Alameda Road
Houston, Texas 77045

The parties and their respective successors and assigns shall have the right from time to time, and at any time, to change their respective addresses and agents for the receipt of notice and shall have the right to specify as their respective addresses and agents any other by giving at least five (5) days' prior written notice to the other party.

DATED the 3rd day of August, A.D., 1999.

LDL COASTAL LIMITED, L.P., a Texas limited partnership

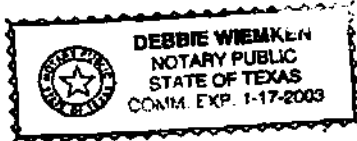
By: **LDL Management, LLC, a Texas limited liability company, its sole general partner**

By: 
Morris B. Linder, Manager

THE STATE OF TEXAS

COUNTY OF Brewster

This instrument was acknowledged before me on the 3rd day of August, A.D., 1999, by Morris B. Linder, Manager of LDL Management, LLC, a Texas limited liability company, the sole general partner of LDL COASTAL LIMITED, L.P., a Texas limited partnership, on behalf of said company and partnership and in the capacity therein stated.



Debbie Wiemken
Notary Public in and for the State of TEXAS

Notary's Printed Name and
Commission Expiration Date:

EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULFCO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

EXHIBIT "A"

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit Lease, Abstract No. 91, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 48 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 755;

Thence South 48 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;
South 80 degrees 30 minutes West a distance of 132.60 feet;
South 43 degrees 40 minutes West a distance of 83.98 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 43 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 664.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 755;

Thence North 48 degrees 36 minutes East along the Southeast right-of-way line of County Road No. 755 a distance of 263.7 feet to the place of beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
RIGHT-PRES	5.00
RECORDING	15.00
TOTAL	21.00

FILE #	36341	
CHECK		21.00

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99 AUG -6 PM 3: 56

Joyce Hudson
COUNTY CLERK
BRAZORIA COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDSON, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped herein by me.



Joyce Hudson
County Clerk of Brazoria Co., TX

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FINANCING STATEMENT

(Real Estate Records - Brazoria County, Texas)

August 3, 1999

This instrument is prepared as, and is intended to be, a Financing Statement complying with the formal requisites therefor as set forth in the Texas Uniform Commercial Code - Secured transactions, and in particular Section 9.402 thereof.

1. The name and address of the debtor are as follows (hereinafter referred to as "Debtor", whether one or more):

LDL COASTAL LIMITED, L.P., a Texas limited partnership
P. O. Box 24727
Houston, Texas 77229

2. The name and address of the secured party is as follows (hereinafter referred to as "Secured Party", whether one or more):

HOUSTON COMMERCE BANK
P. O. Box 450559
Houston, Texas 77245-0559

Further information regarding the security interest herein evidenced may be obtained from Secured Party at the above address.

3. This Financing Statement covers the following types of collateral (the "Collateral")

- (a) Debtor's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in all personal property, Goods, Equipment and Inventory (as those terms are defined at Sections 9.105 and 9.109 of the Texas Uniform Commercial Code - Secured Transactions), which are or become attached to, installed in, or used on or in connection with those certain tracts of land described in Exhibit "A" attached hereto and/or any and all improvements now or hereinafter situated on said land. The term "Equipment", when used herein, shall include, but not be limited to:
- (i) all furnishings, building materials, supplies, machines, engines, boilers, dynamos, generators, motors, compressors, condensing units, furnaces, elevators, stokers, tanks, pumps, sprinklers, disposal, dishwashers, refrigerators, freezers, stoves, ovens and range hoods;
- (ii) all wiring, pipe, doors, windows, window screens, furniture, cabinets, window shades, blinds, awnings, drapes, shelving, mantels, paneling, rugs and other floor coverings and shrubbery; and
- (iii) all plumbing, heating, fire prevention, air conditioning, lighting, ventilating, refrigerating, cooking, laundry, water-heating, dishwasher, radio, communication, electrical and incinerating equipment and appliances.
- (b) All future replacements and substitutions for, betterment of, and accessions and additions to said personal property, Goods, Equipment and Inventory.
- (c) All rents, issues, profits, including deposits and other sums, as may become due Debtor as lessor under any and all leases, written or verbal, covering any portion of the land described in Exhibit "A" attached hereto or any improvements thereon.
- (d) Any rights or awards arising out of eminent domain proceedings for the taking or for loss of value of the land described in Exhibit "A", or any and all improvements, fixtures or Equipment located thereon.
- (e) All of Debtor's presently owned or hereafter acquired General Intangibles, as that term is defined in the Texas Uniform commercial Code - Secured Transactions and which arise out of the use and occupancy of the Equipment, Goods and Inventory, and/or the land which is described in Exhibit "A" attached hereto, or out of the

RECORDED'S MEMORANDUM:

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All mistakes, additions and omissions were present at the time the instrument was filed and recorded.

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addition of improvements, fixtures, Equipment and goods to said land, whether by construction or otherwise. As used herein, the term "General Intangibles" shall include, without limitations: all rights under construction and other written or oral contracts, all rights under bonds, all rights to income, and all rights under any leases covering the Collateral described herein.

- (f) All proceeds, including cash proceeds, insurance proceeds, instruments, chattel paper, inventory, equipment, documents, consumer goods, general intangibles, and accounts, as those terms are defined in the Texas Uniform Commercial Code - Secured Transactions, and which arise out of the sale, liquidation or other transfer of, or damage to or destruction of, the above described Equipment and other Collateral described herein, or any proceeds thereof, including cash proceeds. Coverage of proceeds, however, does not authorize sale or other disposition of the Collateral without Secured Party's written consent.
 - (g) Any and all accounts, chattel paper and general intangibles, and including all of Debtor's rights, titles and interest in and to all bonds, construction contracts and permanent loan commitments, if any, relating to the construction of improvements on that certain tract of land described in Exhibit "A" attached hereto.
- 4. The record owner of the above described real estate is Debtor.
 - 5. This Financing Statement relates to that Deed of Trust and Security Agreement of even date, from Debtor to P. MICHAEL WELLS, TRUSTEE, covering the above described real estate and the herein described Collateral and securing that certain Promissory Note of even date therewith, and payable to the order of Secured Party in the principal amount of \$325,000.00.

"Debtor"

LDL COASTAL LIMITED, L.P., a Texas
limited partnership

By: LDL Management, LLC, a Texas
limited liability company, its sole
general partner

By: 
Morris B. Kinder, Manager

EXHIBIT "A"

Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 34 minutes East a distance of 30.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 34 minutes East a distance of 461.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

South 48 degrees 44 minutes West a distance of 66.11 feet;
 South 50 degrees 30 minutes West a distance of 132.60 feet;
 South 41 degrees 48 minutes West a distance of 43.95 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Southwest line of the said Tract No. 21 a distance of 454.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 34 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
INVEST-PROD	5.00
RECORDING	32.00
TOTAL	38.00

FILE #	36342
CHECK	38.00

DISPENSER-A 1
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 99 AUG -6 PM 3:56

Joyce Hudman
 COUNTY CLERK
 BRAZORIA COUNTY TEXAS

STATE OF TEXAS
 COUNTY OF BRAZORIA
 I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Joyce Hudman
 County Clerk of Brazoria Co., TX

Tract No. 22

The surface and surface rights only in One (1) acres of land to be taken out of the Northeast corner in a square, 208 feet by 208 feet, out of our 14.46 acres tract of land, more or less, situated in the T.B. Bell League, Abstract #41, conveyed to me by Mrs. Habel F. Roberts by deed dated January, 1947 and recorded in Book 425, page 298 of the deed records of Brazoria County, Texas, which said 14.46 acres of land is described in said deed which is here referred to for all purposes. All minerals and mineral rights to said above described land have been heretofore reserved and no part thereof is conveyed by this deed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Cash Brown, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said Cash Brown, his heirs and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands this 10 day of Nov., 1951.

Paul Ford

Wandy Ford

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned, a Notary Public in and for said County and State on this day personally appeared Paul Ford and Wandy Ford, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Wandy Ford, wife of said Paul Ford, having been examined by me and acknowledged the same, and having the same fully explained to her, she and said Paul Ford acknowledged each the same to be her act and deed, and she declared that she executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

WITNESS my hand and seal of office this 10 day of Nov., 1951.

Anna P. B. Notary
Notary Public in and for Brazoria
County, Texas
MRS. P. B. NOTARY

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Know All Men By These Presents:

9726

That T. H. HOLLOWAY AND WIFE, FERN HOLLOWAY

of the County of Tyler, State of Texas for and in consideration of
the sum of One Hundred and No/100- D - 67

DOLLARS,

to us in hand paid by AL BELANGER, the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

AL BELANDER

of the County of BRAZORIA, State of TEXAS all that certain

tract or parcel of land situated in Brazoria County, Texas, in the vicinity of and adjoining the townsite of Velasco and more particularly described as follows:

Tract Number Twenty-two (22) in subdivision number Eight (8) of the Brazos Coast Investment Company subdivision, according to the map or plat thereof on file in the records for said county.

Being the same property and premises conveyed to T. H. Holloway by H. E. Holloway by deed dated February 1st, 1902, recorded in Volume 114 page 127 and 128 of the deed records for said county.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said AL BELANGER, his

heirs and assigns forever: and we do hereby bind ourselves, our

heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said AL BELANGER, his heirs and assigns, against every person whatsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hand at Woodville this 30 day of July, A.D. 1952

Witness at Request of Grantor:

THE STATE OF TEXAS,

COUNTY OF TYLER

BEFORE ME,

the undersigned authority

Tyler

County, Texas, on this day personally appeared

T. H. Holloway

Fern Holloway

his wife, both known to me to be

the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Fern Holloway, wife of the said

T. H. Holloway

having been examined by me privately and apart from her

husband, and having the same fully explained to her, she, the said

Fern Holloway

acknowledged such instrument to be her act and deed, and she declared that she has willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of July, A.D. 1952

A. MOONEY

NOTARY PUBLIC IN AND FOR TYLER COUNTY, TEXAS

THE STATE OF TEXAS,

#9751
Al Belanger
to
Brazoria County

Instrument---R/W
Dated---March 25, 1961
Filed---Aug. 15, 1961 at 8:10 a.m.
Recorded in Deed Book 798 pg. 685

THE STATE OF TEXAS
COUNTY OF BRAZORIA } 9751

THAT I, Al Belanger,

of Brazoria County, Texas, in consideration of the sum of \$ 1.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by us, to-wit:

A strip of land twenty (20) feet in width extending across the Northwest end of Tracts 1, 7, 22 and 27, all in Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the recorded map or plat thereof appearing in the Office of the County Clerk of Brazoria County, Texas.

Any and all elevated utility lines to be minimum height of 20' above ground.
Provided Brazoria County accepts said R.O.W. Failure to do so by April 1st., 1962, deletes, and voids above easement and said property reverts back to grantor, Al Belanger.

The grantor herein excepts from this easement and reserves for him self his heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by this easement, but said grantor for himself his heirs and assigns, waives a all right of ingress and egress to and from the surface of the land covered by this easement for the purposes of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purposes of making additions to, improvements on, and repairs to the said road or highway or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS BY hand this

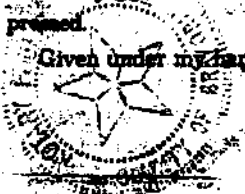
THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, a Notary Public in and for said County and State, on this day personally appeared _____

Al Belanger,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this the 25 day of March, A. D. 1961.



Charles W. Bitt, Notary Public,
Brazoria County, Texas.
Charles W. Bitt

THE STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said County and State, on this day personally appeared _____

_____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the _____ day of _____, A. D. 1961.

_____, Notary Public,
County.

FILED FOR RECORD

AT 8:00 O'CLOCK A.M.

AUG 15 1961

Filed for record this _____ day of _____

H. R. STEVENS, JR.

Clerk County Court, Brazoria Co., Texas

Charles W. Bitt

Clerk,

County Court, _____ County, Texas.

Deputy.

Coleman

NO. 45,764

CORA M. BELANGER	I	IN THE DISTRICT COURT
vs.	I	OF
AL A. BELANGER	I	BRAZORIA COUNTY, TEXAS

On this the 30th day of August, 1965, came on to be heard the above numbered and entitled cause when the Plaintiff appeared in person and by counsel and announced ready for trial and the Defendant appeared in person and by counsel and announced ready for trial and said cause coming on for hearing, a jury having been waived, the matters in issue of fact as well as of law being submitted to the Court for adjudication and the Court having heard the pleadings, evidence and argument of counsel finds as follows.

The Court finds that the Plaintiff Cora M. Belanger has proven the material allegations contained in her petition herein and finds that the bonds of matrimony heretofore existing between the Plaintiff Cora M. Belanger and the Defendant Al A. Belanger should be dissolved.

It is, therefore, so ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore existing between the Plaintiff Cora M. Belanger and the Defendant Al A. Belanger be, and the same are here now cancelled, dissolved and held for naught and ordered that the Plaintiff Cora M. Belanger be, and she is hereby divorced from the Defendant Al A. Belanger.

The Court further finds that no children were born to the union of Plaintiff and Defendant and that no children were adopted by the Plaintiff and Defendant.

The Court further finds that the parties hereto have entered into an agreeable division of the community property accumulated during the marriage of Plaintiff and Defendant, subject to the approval of the Court, and that after considering said proposed settlement agreement the Court finds that same is

fair and equitable and should be made the judgment of this Court.

It is, therefore, so ORDERED, ADJUDGED and DECREED that the Plaintiff Cora M. Belanger shall have and hold henceforth the following described property as her separate estate, to-wit:

1. Lots Nos. 10, 12, 13, 14 and 15, in the Shanks Subdivision at Surfside, Brazoria County, Texas.
2. Lots No. 22 and 27, in the Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.
3. Tract No. 2, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.
4. Tract No. 44, together with accretion, in Brazos Coast Investment Company Subdivision No. 2, Brazoria County, Texas.
5. Tracts Nos. 190, 212, 219 and 220, in Brazos Coast Investment Company Subdivision No. 1, Abstract No. 9, Brazoria County, Texas.
6. The following described tract or parcel of land out of the Belanger home place located in Tract Nos. 368 and 369, of the A. Calvit League, Brazoria County, Texas, the tract herein awarded to Plaintiff being more particularly described as follows, to-wit:
BEGINNING at the point where the South line of Tract No. 368 intersects the East right-of-way line of State Highway 288 for the place of beginning; THENCE North along the East right-of-way line of said State Highway 288 130.8 feet to point for corner; THENCE East and parallel with the South line of Tracts No. 368 and 369 to the East line of the Belanger home place, to a point for corner; THENCE South along the East line of the Belanger home place to the South line of Tract No. 369 to a point for corner; THENCE West along the South line of said Tract No. 369 and Tract No. 368 to the Place of Beginning.

It is further ORDERED and DECREED that Plaintiff shall have the title to and possession of all improvements located on said above described tracts or parcels of land and shall further have the following personal property:

7. One 1960 Mercury Station Wagon, Motor No. 0W57M524690.
8. All household furniture and fixtures located in the home place situated on the above described tract of land awarded to Plaintiff herein,

and the following other items of personal property, to-wit:

9. Set of blue bathroom fixtures.
10. Materials for repair to house, including specifically windows, doors, tar paper, etc.
11. Double steel sink.
12. Pot-bellied stove.
13. Gas hot water heater.
14. Chase lounge with mattress and pillow.
15. 35 cup coffee maker.
16. One Ware Ever dish pan
17. 22 automatic rifle
18. Various slides.

It is further ORDERED, ADJUDGED and DECREED that the Defendant

Al A. Belanger shall have the following described real estate, to-wit:

1. Lots No. 7 and 8, Shanks Subdivision at Surfside, Brazoria County, Texas.
2. Tract No. 1, Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.
3. Tract No. 17, Brazos Coast Investment Company Subdivision No. 7, Brazoria County, Texas.
4. Tracts No. 3, 4 and 7, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.
5. Tract No. 42, Brazos Coast Investment Company Subdivision No. 2, together with accretion, Brazoria County, Texas.
6. Tracts No. 187, 224, 238 and 237, Brazos Coast Investment Company Subdivision No. 1, Abstract No. 9, Brazoria County, Texas.

7. The balance of the Belanger home tract, situated in Tract No. 368 and Tract No. 369, A. Calvit League, which has not been awarded to Plaintiff.

It is further ORDERED and DECREED that Defendant shall have title to and possession of all improvements situated on said above described tracts or parcels of land herein awarded to Defendant.

It is further ORDERED and DECREED that Defendant Al A. Belanger shall have the title to all other personal property items, including all trucks and equipment in connection with the house moving business, not herein expressly awarded to the Plaintiff.

It is further ORDERED and DECREED that all notes payable to parties herein, including specifically all notes for sale of real estate heretofore made by Plaintiff and Defendant, shall be owned jointly by Plaintiff and Defendant and that all proceeds from said notes shall be deposited one-half to the credit of Cora M. Belanger and one-half to the credit of Al A. Belanger at the Brazosport Bank of Commerce, situated at Freeport, Texas.

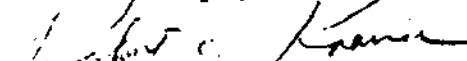
It is further ORDERED AND DECREED that each party hereto shall execute any and all instruments necessary to carry out the conditions of this judgment.


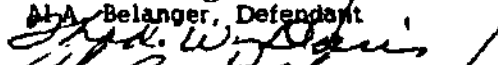
It is further ORDERED and DECREED that all costs and expenses are adjudged against the person incurring same, for which let execution issue.


Judge Presiding

APPROVED:


Cora M. Belanger, Plaintiff


Robert C. Koonce
Attorney for Plaintiff
P. O. Box 697
Angleton, Texas


Al A. Belanger, Defendant

Thad W. Davis
Attorney for Defendant
415 West Second Street
Freeport, Texas

THE CITY OF ANGLETON, TEXAS

CIVIL 13 PAGE 576

VS.

RUBY LEE GILES

On this the 30th day of August, A.D. 1965, came on to be heard the matter of dismissing the above styled and numbered cause with reference to the real property described in Plaintiff's Original Petition, for the reason that all taxes, penalties, interest, and costs sued for against said property have been paid, and all Court Costs incurred to date as a result of the filing of this suit have been paid.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that this Tax Suit, being No. 46,096, styled: THE CITY OF ANGLETON, TEXAS Vs. RUBY LEE GILES be dismissed as to real property described in Plaintiff's Original Petition.


Presiding Judge

THE CITY OF ANGLETON, TEXAS

VS.

CONNIE KENNEDY

On this the 30th day of August, A.D. 1965, came on to be heard the matter of dismissing the above styled and numbered cause with reference to the real property described in Plaintiff's Original Petition, for the reason that all taxes, penalties, interest, and costs sued for against said property have been paid, and all Court Costs incurred to date as a result of the filing of this suit have been paid.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that this Tax Suit, being No. 46,095, styled: THE CITY OF ANGLETON, TEXAS Vs. CONNIE KENNEDY be dismissed as to real property described in Plaintiff's Original Petition.


Presiding Judge

13121

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

That I, AL A. BELANGER, a single man, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by CORA M. BELANGER, a feme sole, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTEE, receipt of which is hereby acknowledged, have SOLD, GRANTED and CONVEYED, and by these presents do SELL, GRANT and CONVEY unto the above named GRANTEE, as her separate property and estate, the following described real estate situated in Brazoria County, Texas, to-wit:

TRACT NO. ONE:

Lots No. 10, 12, 13, 14 and 15, Block 1, Tract L-1, Shanks Subdivision, Division II, Abstract 51, Brazoria County, Texas.

TRACT No. TWO:

Lots No. 22 and 27, in the Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.

TRACT NO. THREE:

Tract No. 2, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.

TRACT NO. FOUR:

Tract No. 44, together with accretion, in Brazos Coast Investment Company Subdivision No. 2, Brazoria County, Texas.

TRACT NO. FIVE:

Tracts No. 190, 212, 219 and 220, in Brazos Coast Investment Company Subdivision No. 1, Abstract No. 9, Brazoria County, Texas.

TRACT NO. SIX:

The following described tract or parcel of land out of the Belanger home place located in Tract Nos. 368 and 369, of the A. Calvit League, Brazoria County, Texas, the tract herein conveyed being more particularly described as follows, to-wit:

Page 1
117

BEGINNING at the point where the South line of Tract No. 368 intersects the East right-of-way line of State Highway 288 for the place of beginning;
THENCE North along the East right-of-way line of said State Highway 288 130.8 feet to a point for corner;
THENCE East and parallel with the South line of Tracts No. 368 and 369 to the East line of the Belanger home place, to a point for corner;
THENCE South along the East line of the Belanger home place to the South line of Tract No. 369 to a point for corner;
THENCE West along the South line of said Tract No. 369 and Tract No. 368 to the Place of Beginning.

This conveyance is intended to include all improvements situated on said above described tracts or parcels of land and is subject to any and all prior mineral reservations of record in the Office of the County Clerk of Brazoria County, Texas affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEE, her heirs and assigns forever. And said above named GRANTOR does hereby bind himself, his heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEE, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this 30th day of August, 1965.

Al A. Belanger
Al A. Belanger

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared AL A. BELANGER, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of August, 1965.

Shad W. Davis (GADWD 15)
Notary Public in and for Brazoria County, Texas



FILED FOR RECORD
AT 2:15 O'CLOCK P. M.
SEP - 1 1965
H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY *[Signature]* DEPUTY

SEP-16 5 7 7 3 2 2 5 1 5 12121 13121 151

13122

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

That I, CORA M. BELANGER, a feme sole, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by ROBERT C. KOONCE, EDWARD R. GOFF and DAVID C. BONNEN, all of the County of Brazoria, State of Texas, hereinafter referred to as GRANTEES, receipt of which is hereby acknowledged, have SOLD, GRANTED and CONVEYED, and by these presents do SELL, GRANT and CONVEY unto the above named GRANTEES, as follows: Robert C. Koonce 40% interest, Edward R. Goff 40% interest and David C. Bonnen 20% interest, the following described real estate situated in Brazoria County, Texas, to-wit:

Tract Number Twenty-Two (22), Brazos Coast
Investment Company Subdivision No. 8,
F. G. Calvit League, Abstract No. 51,
Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEES, their heirs and assigns forever. And said above named GRANTOR does hereby bind herself, her heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this 30th day of August, 1965.

D-71

Cora M. Belanger.
Cora M. Belanger

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared CORA M. BELANGER, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of August, 1965.

Jeannette Leonard
Notary Public in and for Brazoria County,
Texas

JEANNETTE LEONARD
Notary Public, in and for
Brazoria County, Texas

FILED FOR RECORD
AT 2:15 O'CLOCK P. M.

SEP - 1 1965

H. R. STEVENS, JR.
Clark County Court, Brazoria Co., Tex.
BY *L. Ryan* DEPUTY

SEP-1-65 57733 0 3

13123

The State of Texas,
County of BRAZORIA

} Know All Men by These Presents:

That We, ROBERT C. KOONCE, EDWARD R. GOFF and DAVID C. BONNEN

of Brazoria County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by James P. Crews Trustee, party of the second part, of Brazoria

County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Alienated, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of

Brazoria, in the State of Texas, to-wit:

Tract No. 22, Brazos Coast Investment Company Subdivision,
Section No. 8, F. J. Calvit League, Abstract No. 51, Brazoria
County, Texas

DEED OF TRUST
277 PAGE 568

That, Whereas, the said parties of the first part are justly indebted to

American Savings and Loan Association of Lake Jackson

party of the third part herein, as evidenced by ONE certain promissory note --- executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

Note dated September 1, 1965, in the principal amount of Seven Thousand Five Hundred Dollars (\$7,500.00), bearing interest at the rate of seven per cent (7%) per annum, principal of said note payable in ten (10) semi-annual installments of Seven Hundred Fifty Dollars (\$750.00) each, the first installment due and payable on or before the 1st day of March, 1966 and a like installment due and payable on or before the 1st day of September, 1966 with a like installment due and payable on or before the 1st day of March and the 1st day of September of each year thereafter until said note is fully paid, with interest payable semi-annually, in addition to and simultaneously with principal payment.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, and in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in the County in which said real estate is situated, one of which shall be at the Court House Door of such County, to sell the same, in accordance with such advertisement, at public auction, in front of the Court House of the County in which said property is situated, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters herein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expense incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in nowise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to any party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

WITNESS OUR HANDS, this

1st

day of

September

, 1965

Robert C. Koonce

Edward R. Goff

David C. Bonnen

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert C. Koonce, Edward R. Goff and David C. Bonnen known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of September A. D. 1965

(L. S.)

Notary Public in and for Brazoria

County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D. 19

(L. S.)

Notary Public in and for

County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A. D. 19

(L. S.)

Notary Public in and for

County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19 _____ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____ A. D. 19 _____ in Vol. _____, page _____ of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

FILED FOR RECORD
AT 2:15 O'CLOCK P. M.

County Clerk

County, Texas

By _____, Deputy.

SEP - 1 1965

H. R. STEVENS, JR.

Clerk County Court, Brazoria Co., Tex.

BY _____ DEPUTY

SEP 16 1965 2:15 P. M. 13123 A. R. D. 410

13909

CORRECTION DEED

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

That I, AL A. BELANGER, a single man, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by CORA M. BELANGER, a feme sole, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTEE, receipt of which is hereby acknowledged, have SOLD, GRANTED and CONVEYED, and by these presents do SELL, GRANT and CONVEY unto the above named GRANTEE, as her separate property and estate, the following described real estate situated in Brazoria County, Texas, to-wit:

TRACT NO. ONE:

Lots No. 10, 12, 13, 14 and 15 of Block 1 of the G. D. Shanks Addition of Blocks 1 and 2 to the town of Surfside, in the F. J. Calvit League, Brazoria County, Texas, according to Plat in Volume 5, Page 5 of the Plat Records of Brazoria County, Texas.

TRACT NO. TWO:

Lots No. 22 and 27, in the Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.

TRACT NO. THREE:

Tract No. 2, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.

TRACT NO. FOUR:

Tract No. 44, together with accretion, in Brazos Coast Investment Company Subdivision No. 2, Brazoria County, Texas.

TRACT NO. FIVE:

Tracts No. 190, 212, 219 and 220, in Brazos Coast Investment Company Subdivision No. 1, Abstract No. 9, Brazoria County, Texas.

TRACT NO SIX:

The following described tract or parcel of land out of the Belanger home place located in Tract Nos. 368 and 369, of the A. Calvit League, Brazoria County, Texas, the tract herein conveyed being more particularly described as follows, to-wit:

BEGINNING at the point where the South line of Tract No. 368 intersects the East right-of-way line of State Highway 288 for the place of beginning;

THENCE North along the East right-of-way line of said State Highway 288 127.5 feet to a point for corner;

THENCE East and parallel with the South line of Tracts No. 368 and 369 to the East line of the Belanger home place, to a point for corner;

THENCE South along the East line of the Belanger home place to the South line of Tract No. 369 to a point for corner;

THENCE West along the South line of said Tract No. 369 and Tract No. 368 to the Place of Beginning.

This conveyance is intended to include all improvements situated on said above described tracts or parcels of land and is subject to any and all prior mineral reservations of record in the Office of the County Clerk of Brazoria County, Texas affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEE, her heirs and assigns forever. And said above named GRANTOR does hereby bind himself, his heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEE, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is made in place of and as a correction of deed made by the undersigned to Cora M. Belanger, a feme sole, dated August 30, 1965, recorded in Volume 919, at Page 316 of the Deed Records of Brazoria County, Texas; in said deed, by error or mistake, the description of the property sought to be conveyed was incorrectly set out and should have been as herein given, and this instrument is executed by the undersigned in order to correct said error.

WITNESS MY HAND, this 16th day of September, 1965.


Al A. Belanger

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared AL A. BELANGER, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16TH day of September, 1965.

Thad W Davis (THADWDAMS)
Notary Public in and for Brazoria County,
Texas



FILED FOR RECORD
AT 11:20 O'CLOCK A. M

SEP 17 1965

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY D. Barak DEPUTY

SEP-17-65 5 8 9 0 7 0 B 0 15509 A REC-1

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I
I

D E E D
VOL 967 PAGE 427

KNOW ALL MEN BY THESE PRESENTS:

That we, EDWARD R. GOFF and DAVID C. BONNEN, both of Brazoria County, Texas, hereinafter called GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid by ROBERT C. KOONCE, of Brazoria County, Texas, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said GRANTEE the following described real estate lying and being situated in Brazoria County, Texas, to-wit:

Tract No. 22, Brazos Coast Investment Company
Subdivision, Section No. 8, F. J. Calvit League,
Abstract No. 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEE, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEE, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS, this the 19th day of April, 1967.


Edward R. Goff


David C. Bonnen

THE STATE OF TEXAS I

VOL 967 PAGE 428

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared EDWARD R. GOFF known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of April, 1967.

Erma Thompson
 Notary Public in and for Brazoria
 County, Texas
 ERMA THOMPSON

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared DAVID C. BONNEN known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of April, 1967.

Erma Thompson
 Notary Public in and for Brazoria
 County, Texas
 ERMA THOMPSON

FILED FOR RECORD
 AT 10:15 O'CLOCK A. M.

APR 20 1967

H. R. STEVENS, JR.
 Clerk County Court, Brazoria Co., Tex
 BY *J. S. Denton* DEPUTY

The State of Texas,
County of BRAZORIA

Know All Men by These Presents:

That I, ROBERT C. KOONCE,

of Brazoria County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by G. E. WALLER, Trustee, party of the second part, of County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Alienated, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of Brazoria in the State of Texas, to-wit:

Tract No. 22, Brazos Coast Investment Company Subdivision,
Section No. 8, F. J. Calvit League, Abstract No. 51, Brazoria
County, Texas.

D - 75

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

DEED OF TRUST
VOL 304 PAGE 503

That, Whereas, the said parties of the first part are justly indebted to **Angleton Bank of Commerce**

party of the third part herein, as evidenced by **ONE** certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

Note, of even date herewith, in the principal amount of Nineteen Thousand Dollars (\$19,000.00), bearing interest from date at the rate of seven and one-half per cent (7-1/2%) per annum, said note payable on or before one (1) year after date.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in the County in which said real estate is situated, one of which shall be at the Court House Door of such County, to sell the same, in accordance with such advertisement, at public auction, in front of the Court House of the County in which said property is situated, on the first Tuesday in any month between the hours of ten o'clock A. M., and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in nowise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

WITNESS my hand this 19th day of April, 1967.

Robert C. Koonce
Robert C. Koonce

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
ROBERT C. KOONCE

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of April A. D. 19 67.

(L. S.)

Notary Public in and for Brazoria

County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
and

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

FILED FOR RECORD
AT 10:15 O'CLOCK A. M.
(L. S.)

APR 20 1967

M. R. STEVENS, JR.

Clerk County Court, Brazoria Co., Tex.
BY *[Signature]* DEPUTY

County Clerk

County, Texas

By Deputy.

APR 20 67 10 15 A M AED 370

DEED OF TRUST

VOL 304 PAGE 593

5602

THE STATE OF TEXAS

COUNTY OF BRAZORIA

I
I
I
I

KNOW ALL MEN BY THESE PRESENTS:

That AMERICAN SAVINGS AND LOAN ASSOCIATION, a corporation, acting herein by and through its duly authorized officers, of Brazoria County, Texas, the legal owner and holder of that certain deed of trust promissory note in the principal sum of Seven Thousand Five Hundred Dollars (\$7,500.00) described in and secured by deed of trust of Robert C. Koonce, Edward R. Goff and David C. Bonnen, to James F. Crews, Trustee, dated September 1, 1965, recorded in the Office of the County Clerk of Brazoria County, Texas under Clerk's File No. 13123, does hereby acknowledge payment in full of said note and release unto the makers of said note the property described in the above mentioned Deed of Trust, to-wit:

Tract No. 22, Brazos Coast Investment Company
Subdivision, Section No. 8, F. J. Calvit League,
Abstract No. 51, Brazoria County, Texas,

free from all liens granted, renewed or extended in the above mentioned Deed of Trust to secure the payment of said note.

DATED this the 20 day of April, 1967.

AMERICAN SAVINGS AND LOAN
ASSOCIATION

By

James F. Crews
PRESIDENT

WITNESSES:

Allen H. Jones
Secretary



DEED OF TRUST

VOL 304 PAGE 594

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas,
on this day personally appeared JAMES F. CREWS
known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same as
PRESIDENT of American Savings and Loan Association for the
purposes and consideration therein expressed, and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20TH
day of April, 1967.



G. Carey G. Carey
Notary Public in and for Brazoria
County, Texas

FILED FOR RECORD
AT 2:42 O'CLOCK P.M.

APR 24 1967

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY [Signature] DEPUTY

6561

VOL 1030 PAGE 652

STATE OF TEXAS I
COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT C. KOONCE, of Brazoria County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration paid to me by A. B. Williamson, of Brazoria County, Texas, the receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said A. B. WILLIAMSON, the following described tract or parcel of land situated in Brazoria County, Texas, to-wit:

Tract No. 22, Brazos Coast Investment Company Subdivision,
Section No. 8, in the F. J. Calvit League, Abstract No. 51,
Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said A. B. WILLIAMSON, his heirs, executors and administrators. And I do hereby bind myself, my heirs and executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said A. B. WILLIAMSON, his heirs, executors and administrators, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this 2-8 day of April, 1969.

Robert C. Koonce
Robert C. Koonce

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared ROBERT C. KOONCE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of

Patricia A. Hopkins
Notary Public in and for Brazoria County,
Texas.
Patricia A. Hopkins

FILED FOR RECORD
AT 8:00 O'CLOCK AM

MAY 2 1969

H. B. FIVENS, JR.
CLERK, COUNTY OF BRAZORIA CO., TEXAS
By [Signature] DEPUTY

D-77

MAY 2 1969 08547 42 6561 A KUB-156

7098

Prepared by the San Antonio Bar Association for use by Lawyers only, 5-68-10M
NOTICE To select the proper form, fill in blank spaces, strike out form provisions
 or insert special terms constituting the practice of law. No "standard
 form" can meet all requirements. (Rev. 5-68)

DEED OF TRUST

VOL 342 PAGE 706

RELEASE OF LIEN

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, of the County of Brazoria, and State of Texas,
 the legal and equitable owner and holder of one certain promissory note in the principal sum
 of Nineteen Thousand Dollars and No. 100 Dollars (\$19,000.00)
 dated April 19, 1967, executed by Robert C. Koonce

payable to the order of Angleton Bank of Commerce
 more fully described in a Deed of Trust, duly recorded in Vol. _____
 page _____ of the Deed of Trust Records of Brazoria County, Texas;
 said note being secured by Deed of Trust
 against the following described property, to-wit:

Tract No. 22, Brazos Coast Investment Company
 Subdivision, Section No. 8, in the F. J. Calvit
 League, Abstract No. 51, Brazoria County, Texas.

for and in consideration of the full and final payment of said note, the receipt of which is hereby
 acknowledged, have released and discharged, and by these presents do hereby release and discharge,
 the above described property from all liens held by the undersigned securing said note

EXECUTED this the 30 day of April, A. D. 19 69.

ANGLETON BANK OF COMMERCE

By Wm. F. Knipp
 For Knipp, President

ATTEST

Cashier

D - 78

(Acknowledgment) DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF BRAZORIA

VOL 342 PAGE 707

Before me, the undersigned authority, on this day personally appeared Foy L. Knipp

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 30th day of April, A. D. 1969.



Nellie Ruth Warden
Notary Public in and for Brazoria County, Texas.

FILED FOR RECORD
AT 2:45 O'CLOCK P. M.

MAY 12 1969

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTY

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of, A. D. 19

Notary Public in and for County, Texas.

250 MAY-12-69 0954 203 7098 A 800-250

7098

RELEASE OF LIEN

TO

PREPARED IN THE LAW OFFICE OF:

CHARGE TO:
WILSON & WILSON TITLE COMPANY
P. O. BOX 901
ANGLETON, TEXAS
RETURN TO:
[Signature]

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this the day of, A. D. 19

Notary Public in and for County, Texas.

THE STATE OF TEXAS,

VOL 357 PAGE 477

COUNTY OF BRAZORIA

Know All Men By These Presents:

4875

THAT THE UNDERSIGNED E. L. Tanner

of the County of Brazoria, and State of Texas, in consideration of the debt and trust hereinafter mentioned, do hereby Grant, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto D. V. Collins Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Brazoria and State of Texas, to-wit:

Tract 22, Brazos Coast Investment Company Subdivision #8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby binds himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of his one promissory note of even date herewith (hereinafter referred to as note, executed by the undersigned, payable to The First Freeport National Bank, or order at Freeport, Texas as follows: of which the following is a substantial copy:

DEED OF TRUST

LIEN NOTE

\$ 24,500.00

Freeport, Texas
April 8, 1970

FOR VALUE RECEIVED, I, we or either of us, promise to pay to The First Freeport National Bank or order, at Freeport, Texas the sum of \$ 24,500.00, with interest thereon from date until maturity at the rate of 8-1/2 % per annum, both principal and interest payable at Freeport, Texas.

THE INTEREST ON THIS NOTE is payable on or before October 8, 1970 and all past due interest and principal shall bear interest from maturity at the rate of 10% per annum.

THIS NOTE, together with all interest due thereon, is due and payable as follows:

On or before October 8, 1970.

The payment of this note is secured by the vendor's lien reserved in the deed of even date herewith from A. B. Williamson to B. L. Tanner, conveying Tract 22, Brazos Coast Investment Company Subdivision #8, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

THE PAYMENT OF THIS NOTE is further secured by a deed of trust of even date herewith.

IF THIS NOTE IS PLACED in the hands of an attorney for collection, or is collected by law or through any proceeding in court, either before or after maturity, then in any of said events, an additional ten per cent on the principal and interest remaining due hereon shall be added and collected as attorney or collection fees.

IT IS AGREED that failure to pay any installment of principal or interest on this note, when due, shall, at the option of the holder hereof, without notice, mature the whole of this note and the holder is authorized to immediately institute proceedings for foreclosure and collection.

THE MAKERS, signers and endorsers of this note severally waive demand, presentment, notice of dishonor, diligence in collection, protest and notice of protest, and agree to all extensions of time and partial payments before or after maturity without prejudice to the holders.


B. L. Tanner

with interest thereon from -

until paid -

at the rate of - - - - - per centum per annum; said principal and interest payable -

as it accrues at the office of -

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, a reasonable amount shall be added thereto as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed hereunder, is hereby authorized and empowered to sell the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of -

Brazoria County, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sell said property, together or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustee on the total of the indebtedness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due hereunder, with interest as agreed; and, Third, shall render the overplus, if any, unto the undersigned herein, or legal representatives or assigns.

THE UNDERSIGNED FURTHER COVENANT with said Trustee that he will at all times, during the continuance of this trust, keep the buildings and improvements now on, or hereafter to be erected on, said premises, insured against loss by fire and tornado to the amount of \$ - - - - - or to the extent insurance can be obtained thereon, in companies acceptable to and with loss payable to said Trustee, or his successors, for the benefit of the payee or the legal holder and owner of said note, and deliver the policies to said Trustee, or his successors, and to pay, before the same shall become delinquent, all taxes and assessments that may be levied or assessed against said premises or any part thereof. And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the rate of 6 per cent. per annum from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

IT IS FURTHER AGREED that, in the event of a foreclosure under the power granted hereby, the owner in possession of said property, or any one claiming under him and in possession as tenant or otherwise, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and procure a writ of possession thereunder.

IT IS FURTHER AGREED that in the case of the death, resignation, removal or absence of said Trustee from the County of Brazoria, Texas, or his refusal or failure or inability to act, then the holder of said note, or any part thereof, shall be and he is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee herein named.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any items secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

DEED OF TRUST
VOL 357 PAGE 480

WITNESS my hand this 8th day of April, A.D. 19 70.

B. L. Tanner

THE STATE OF TEXAS,

COUNTY OF Brazoria

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared B. L. Tanner

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This 8th day of April, A.D. 19 70.

(L.S.)

Notary Public, Brazoria County, Texas

My Commission Expires June 1, 19 70

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A.D. 19

Filed for Record at 8:45 o'clock A.M.

Apr 14 1970 H. R. Stevens, Jr.,

Clerk County Court, Brazoria County,

Texas - By M. R. Stevens, Deputy

Notary Public, County, Texas

My Commission Expires June 1, 19

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

and

his wife both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A.D. 19

(L.S.)

Notary Public, County, Texas

My Commission Expires June 1, 19

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4933

DEED
Vol. 1058 PAGE 3

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS, that A. B. Williamson, hereinafter called Grantors of BRAZORIA County, Texas, for the consideration of the sum of Ten (\$10.00) Dollars cash and other good and valuable consideration, in hand paid by B. L. Tanner, hereinafter called Grantees, of Brazoria County, Texas, the receipt of which is hereby acknowledged, and the advancement of the sum of Twenty-Four Thousand Five Hundred and no/100 (\$24,500.00) Dollars to us in hand paid by The First Freeport National Bank, Freeport, Texas, at the special instance and request of Grantees herein, and as evidence of such advancement Grantees have executed and delivered one certain promissory note of even date herewith, in said above amount, payable at Grantors' request, to the order of The First Freeport National Bank, Freeport, Brazoria County, Texas, with interest thereon from the date at the rate therein provided, said note being payable on or before the 8th day of October, 1970, said note containing the usual acceleration of maturity and attorney's fee clause; said note being further secured by a deed of trust of even date herewith conveying the hereinafter described property to D. V. Collins, Trustee, Freeport, Brazoria County, Texas, special reference to which is here made for all purposes.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto said Grantees, all that certain lot, tract or parcel of land, together with all improvements situated in Brazoria County, Texas, and described as follows:

Tract 22, Brazos Coast Investment Company Subdivision #8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantees, their heirs or assigns, forever. And we do hereby bind ourselves, our heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs or assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

BUT IT IS EXPRESSLY AGREED that the vendor's lien is hereby retained against the above described premises and improvements until the indebtedness above mentioned, as evidenced by said promissory note, both principal and interest, is fully paid, and, for value received from The First Freeport National Bank, Freeport, Texas, who has on this day paid to us the full principal amount of said note, we, the Grantors herein, do hereby grant, sell, convey and assign, without recourse on us, unto the said The First Freeport National Bank, Freeport, Texas, its successors or assigns, the said vendor's lien hereby retained, together with the superior right, equities and title which we have in and to the real property hereby conveyed, as security for the payment of said note, it being understood that when the said note is paid in full this deed shall thereupon become absolute.

Taxes for the current year have been paid prorated to date and payment thereof are assumed by grantees.

This conveyance is made and accepted subject to any and all restrictions, and easements affecting the use of the premises conveyed herein, now of record in the County Clerk's Office of Brazoria County, Texas, and subject also to reservations of mineral rights by prior owners.

When this deed is executed by only one person or when the Grantee is only one person, the instrument shall read as though pertinent verbs and pronouns were change to correspond, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs or assigns" shall be construed

to mean "successors, assigns and legal representatives".

EXECUTED this 8th day of April 1970.

A. B. Williamson
A. B. Williamson

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared
A. B. Williamson, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of

April 1970.

Mary Jewell
Notary Public in and for Brazoria
County, Texas

FILED FOR RECORD
AT 2:05 O'CLOCK 2 M.

APR 15 1970

H. B. STROUSE, JR.
COUNTY CLERK, BRAZORIA COUNTY TEXAS
H. B. Strouse, Jr. DEPUTY

6658

DEED

THE STATE OF TEXAS)

1060 535

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, B. L. Tanner, not joined herein by my wife as the property herein constitutes no part of my homestead, of Brazoria County, Texas hereinafter called GRANTOR, for and in consideration of the sum of \$ 10.00 and other good and valuable consideration to GRANTOR, in hand paid by Gulfco Marine Maintenance, Inc.

of Brazoria County, Texas hereinafter called GRANTEE, he - the receipt and sufficiency of which is hereby acknowledged, have

GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GRANTEE, the following described property, to-wit:

Tract 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE, its heirs, successors and assigns, forever.

GRANTOR do as hereby bind himself, his heirs, successors, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto GRANTEE, its heirs, successors and assigns, against every person whomever lawfully claiming, or to claim the same or any part thereof.

WITNESS THE GRANTOR

this 14th day of May 19 70.

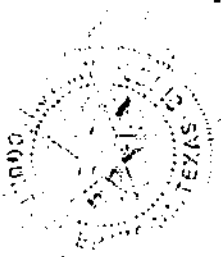
B. L. Tanner
B. L. Tanner

DEED
Vol. 1060 p. 536

THE STATE OF TEXAS
COUNTY OF BRASORIA

BEFORE ME, the undersigned authority, on this day personally
appeared B. L. Tanner
known to me to be the person whose
name is subscribed to the foregoing instrument and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day
of May, 1970.



Madeline Reichenbach
Notary Public in and for
Brasoria County, Texas

FILED FOR RECORD
AT 8:00 O'CLOCK A. M.

MAY 21 1970

H. E. STEVENS, JR.
CLERK COUNTY COURT - BRASORIA COUNTY TEXAS
BY *[Signature]* DEPUTY

MAY-21-70 3 9 4 2 3 • 6658 A RCD- 250

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DEED OF TRUST
VOL 359 PAGE 128

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between
Gulfeo Marine Maintenance, Inc., A Texas Corporation

of Brazoria County, Texas, hereinafter called GRANTOR
(whether one or more) and D. V. Collins

of Brazoria County, Texas, hereinafter called TRUSTEE,
and The First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER,
to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

TRACTS 22 and 56, Brazos Coast Investment Company
Subdivision, Division No. 8, F. J. Calvit League,
Abstract 51, in Brazoria County, Texas, according to
the map or plat thereof duly recorded in the office
of the County Clerk of Brazoria County, Texas, reference
to which is here made for all purposes.

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note of even date herewith in the original principal sum of \$50,000.00, payable to The First Freeport National Bank or order in 60 monthly installments of \$1025.85 each, which includes interest at the rate provided therein and said note containing the usual acceleration of maturity and attorney fee clauses.

4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.

5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:

(a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

(b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$ _____ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as

DEED OF TRUST

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Page 3, Deed of Trust

provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.

(d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.

(e) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

(f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.

(g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.

(h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.

(i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

(j) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.

15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to HOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, surety, guarantor or otherwise.

EXECUTED this 14th day of May, 1970.

ATTEST:

GULFCO MARINE MAINTENANCE, INC.

B. L. Tenner
B. L. Tenner, Secretary

By B. G. Sandlin
B. G. Sandlin, President

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared B. G. Sandlin, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of May, 1970.

Betty Smith
Notary Public in and for
Brazoria County, Texas

STATE OF TEXAS

DEED OF TRUST
VOL 359 PAGE 134

COUNTY OF BRAZORIA

The undersigned President and Secretary of Gulfco Marine Maintenance, Inc., a corporation, duly incorporated and existing under and by virtue of the laws of Texas, and lawfully doing business within the State of Texas, do hereby certify that at a meeting of the Board of Directors of said Corporation lawfully called for the purpose of considering its obtaining a loan from The First Freeport National Bank, and other appropriate business, attended by a quorum of said Directors on the 14 day of May, 1970, the following Resolutions were unanimously made and adopted, to-wit:

BE IT RESOLVED: That the proper Officers of this Corporation be, and they are hereby, directed to negotiate with The First Freeport National Bank for a loan to the Corporation in the amount of \$50,000.00, to be secured by deed of trust mortgage upon the company's property in Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51 in Brazoria County, Texas, as more fully described and set forth in form of deed of trust, assignment and security agreement prepared by Stone, Davis and Stovall, Attorneys, and presented to the Directors for their consideration; said note shall bear interest and be repayable as may be required by the lender;

BE IT FURTHER RESOLVED, that all action heretofore taken by the Officers in negotiating said loan are ratified and confirmed, and they are further authorized and directed to execute all such notes, deeds of trust, assignments, security agreements, loan agreements and papers as may be requested by said lender incident to said loan;

BE IT FURTHER RESOLVED, that said security instruments shall provide that they also secure all other and future items of indebtedness owing or to become owing by the Corporation to said lender prior to the release of said security instruments.

And we further certify that said Resolutions are shown on the records of the Corporation and have not been amended, altered or revoked.

GIVEN under our hands this the 14 day of May, 1970.

FILED FOR RECORD
AT 2:00 O'CLOCK P. M.

B. B. Sander
President

MAY 21 1970

H. R. STEVENS, JR.

H. R. Stevens
Secretary

Not a Seal
CLERK COUNTY COURT - BRAZORIA COUNTY TEXAS
BY [Signature] DEPUTY
(Corporate Seal)

MAY 21 1970 3 9425 003 6600 A R00

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THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

RELEASE OF LIEN

IN CONSIDERATION of the payment of the indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

Vendor's Lien in Deed from A. B. Williamson to B. L. Tanner dated April 8, 1970, recorded in Vol. 1058 on Page 3 and Deed of Trust from B. L. Tanner to D. V. Collins, Trustee, dated April 8, 1970 and recorded in Vol. 357 on Page 477, Deed of Trust Records of Brazoria County, Texas and affecting Tract 22, Aranos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas.

EXECUTED THIS 21st DAY OF May 19 70



THE FIRST FREEPORT NATIONAL BANK

By [Signature]
PresidentTHE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared D. V. Collins, President of The First Freeport National Bank known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of May 19 70.

FILED FOR RECORD
AT 8:05 O'CLOCK P. M.

MAY 26 1970

H. R. STEVENS, JR.
CLERK COUNTY CLERK - BRAZORIA COUNTY TEXAS
BY [Signature] DEPUTY[Signature]
Notary Public in and for
Brazoria County, Texas

D-83

158

MAY-26-70 39759 REC'D 6859 A REC-1

MAY-26-70 39762 REC'D 6861 A REC-1 150

DEED
Vol. 1083 PAGE 914

QUITCLAIM DEED

4934

THE STATE OF TEXAS I
 I
COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, Gulftco Marine Maintenance, Inc., a Texas corporation, acquired a conveyance of a permanent spoil disposal easement from Francis A. Swann to the United States of America in, under and over a tract of land situated in the B. T. Archer Survey, Abstract 9, Brazoria County, Texas, such tract being also known as Lot 45, Brazos Coast Investment Company (BCIC) Subdivision 1, located on the south side of the Gulf Intracoastal Waterway (GIW), containing five (5.0) acres of land, more or less, according to a map or plat thereof duly of record in the office of the County Clerk of Brazoria County, Texas, to which reference is made for all purposes, which spoil disposal easement was conveyed in exchange for a quitclaim deed from the United States of America unto the hereinafter described tract of land in, under and over which the United States of America owns a permanent spoil disposal easement.

Now, Therefore, the United States of America, acting by and through the Secretary of the Army, under and by virtue of the authority vested in him by Section 2 of the Act of Congress approved 20 June 1938 (52 Stat. 894; 33 USC 555b) as amended by Section 3 of the Act of Congress approved 11 August 1939 (53 Stat. 1414; 33 USC 558b-1), generally known as the Exchange of Lands Act, for and in consideration of the above described conveyance from Francis A. Swann to the United States of America, has renised, released and quitclaimed and does by these presents renise, release and quitclaim, without warranty, expressed or implied, unto the said Gulftco Marine Maintenance, Inc., hereinafter called, "Grantee," its successors and assigns, all the right, title and interest, claim and demand of the United States of America in, under and over the permanent spoil disposal easement in the land described as follows:

DEED
Vol 1083 Page 915

Lot 22, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvic League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof appearing of record in Plat Book 2, Pages 142-145, in the office of the County Clerk of Brazoria County, Texas, and being the same land conveyed by Brazoria County to the United States of America by deed dated 11 January 1939, designated as Tract 41 according to the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel, Corps of Engineers, United States Army, duly filed of record in aforesaid County Clerk's Office.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the spoil disposal rights, privileges and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever; provided, however, that Grantor shall retain its permanent right-of-way easement in, under and over the 2.1 acres on the south side of Lot 22.

This conveyance is made and accepted subject to any existing easements for roads, highways, public utilities, railroads, pipelines, telephone, telegraph and powerlines.

By the acceptance of this instrument the Grantee herein expressly and fully releases the United States of America, its officers, agents, servants, and contractors from liability for any and all damages resulting from the use by the United States of America, its officers, agents, servants and contractors of the land subject to the interest hereby quitclaimed.

This conveyance is made and accepted without warranty of title by the United States of America, either expressed or implied.

This instrument is not subject to the requirements of Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed by its name by Stanley R. Reser, Secretary of the Army, and the seal of the Department of the Army to be hereunto affixed this 24th day of November 1970.

UNITED STATES OF AMERICA

By: _____

Stanley R. Reser
Secretary of the Army

COMMONWEALTH OF VIRGINIA I
COUNTY OF ARLINGTON I

BEFORE ME, _____, a Notary Public, in and for the
Commonwealth of Virginia, County of Arlington, on this day personally appeared
_____, known to me to be the Secy of Army,
and acknowledged to me that he executed the said instrument for the purposes and
consideration therein expressed, and in the capacity therein stated, and as the
act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of November,
A. D. 1971.

Lloyd G. Ford
Notary Public in and for
Arlington County, Virginia

(SEAL)

MY COMMISSION EXPIRES

_____ 19 71

NOTARY PUBLIC - VIRGINIA (18 Sept. 1971)

FILED FOR RECORD
AT 8:05 O'CLOCK A. M.

APR 5 1971

H. R. STEVENS, JR.
CLERK COUNTY OF BENT - BRAZILIA COUNTY TEXAS
BY [Signature] DEPUTY

64-571 53947 17 1000 1000000

0201
THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

DEED OF TRUST

Vol. 375 Page 161

RELEASE OF LIEN

IN CONSIDERATION of the payment of the indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

The Deed of Trust from Guloco Marine Maintenance, Inc to D. V. Collins, Trustee, dated 5-14-70, recorded in Vol. 359, page 128, of the Deed of Trust Records of Brazoria County, Texas, conveying Tract 22 and Tract 56, Brazos Coast Investment Co. No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

EXECUTED THIS 23 DAY OF April 1971.

ATTEST:

By

Doris Kusee
Cashier

THE FIRST FREEPORT NATIONAL BANK

By

[Signature]
President

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared D. V. Collins, President of The First Freeport National Bank known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of April 1971.

FILED FOR RECORD
AT 1:37 O'CLOCK P.M.

APR 27 1971

H. B. STEVENS, JR.
CLERK COUNTY CLERK - BRAZORIA COUNTY TEXAS
BY [Signature] DEPUTY

Brenda F. Smith
Notary Public in and for
Brazoria County, Texas

D-85

Tract No.23

Texas, for and in consideration of the sum of Ten (\$10) and 00/100 Dollars, to us in hand paid by A. J. Smith of the County of Brazoria and State of Texas, the receipt of which is hereby acknowledged, do, by these presents, BARGAIN, SELL, RELEASE, AND FOREVER QUITCLAIM unto the said A. J. Smith, his heirs and assigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria and State of Texas, described as follows, to-wit:

5 acre tract #496 in S/D #14 of Brazos Coast Investment Company S/D of Abst. #115, J. A. R. Phelps original grantee, and being the same land described in deed from Carlos Bee et al to Harvey Wentling, August 31, 1909, recorded Vol. 94, page 318, Deed Records of Brazoria County, Texas, to which reference is here made for a better description of said land.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said A. J. Smith, his heirs and assigns, forever, so that neither we, J. C. Evans and wife, Ruth Evans, nor our heirs, nor any person or persons claiming under us shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

This deed is given to correct the deed executed by the undersigned dated the 13th day of October, 1936, and duly recorded in Vol. 586 at page 493 of the Deed Records of Brazoria County, Texas, wherein an incorrect description was given of the property attempted to be conveyed.

WITNESS our hands at Freeport, Texas, this the 23rd day of November, A.D. 1939.

J. C. Evans

Ruth Evans

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared J. C. Evans and Ruth Evans, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ruth Evans, wife of the said J.C. Evans, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth Evans, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of November, A.D. 1939.

(SEAL) E. C. King Notary Public within and for Brazoria County, Texas.

Filed for Record at 1:15 o'clock P.M. Dec. 12, 1939. J. R. Konarsh Clerk County Court, Brazoria County, Texas. By F. W. Arrington, Deputy.

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7641

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

That I, C. L. Minkler, a single man, of the County of Brazoria, State of Texas, for and in consideration of the sum of One Hundred (\$100.00) and 00/100 Dollars to me in hand paid by A. J. Smith, receipt of which is hereby acknowledged and confessed and other valuable consideration to me flowing by the execution of this indenture, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said A. J. Smith, of the County of Brazoria State of Texas, all that certain Lot, tract or Parcel of land, situated in the County of Brazoria, State of Texas, and more particularly described as follows, to-wit:

Being Five (5) acre Tract No. 35, in sub-division No. 3 of the Brasos Coast Investment Company's sub-division and Survey, according to the map or plat of same on file in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for further description and particulars.

However, there is reserved out of the above described tract of land the right of way for the intracoastal canal off of the East end thereof amounting to approximately 100 acres.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said A. J. Smith, his heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said A. J. Smith, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Freeport, Texas, this 22nd day of June 1939.

C. L. Minkler

STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. L. Minkler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of June A.D. 1939.

(SEAL) E. C. King Notary Public in and for Brazoria County, Texas.

Filed for Record at 1:15 o'clock P.M. Dec. 12, 1939. J. R. Monarch Clerk County Court, Brazoria County, Texas. By P. W. Arrington, Deputy.

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7642

THE STATE OF TEXAS }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

That, N. C. Ginther of Houston, Harris County, Texas hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 Dollars cash in hand paid by T. J. Hudgins of Wharton Co. Texas, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided one-tenth (1/10th) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

Being Twenty (20) acres, more or less, out of the J. De J. Valderas Survey, Abstract #380 and known as Lot Seventy-Two (72) of the New York and Texas Land Company Subdivision of the J. De J. Valderas Survey, Brazoria County, Texas together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns, for a period of Twenty (20) years from February 10, 1939 hereof and as long thereafter as oil, gas or other minerals, or either of them, is produced or mined from the lands described herein, in paying or

County, who acknowledged to me that he had signed, sealed, executed, and delivered the foregoing deed, dated 16 day of July, A. D., 1943, for the purposes and consideration therein stated.

WITNESS my hand and official seal, this 16 day of July, A. D., 1943.

(SEAL) Hazel Barrow Notary Public Brazoria County, Texas

Filed For Record At 3:30 O'clock P M Aug 25 1943 J. R. Monarch Clerk County Court Brazoria Co., Texas

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10338

AFFIDAVIT OF HEIRSHIP AND NO ADMINISTRATION

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA.)

BEFORE ME, E. C. King, a Notary Public in and for said County and State, on this day personally appeared A. J. Smith, J. C. Evans and wife, Mrs. Ruth Evans, all residents citizens of the Town of Freeport, Brazoria County, Texas, and well known to me, who, being by me first duly sworn upon oath states the following:

Mrs. Lola A. Smith, who was the wife of the said A. J. Smith, died intestate in the Town of Freeport, Brazoria County, Texas, on the 3rd day of May, A. D. 1942. Mrs. Lola A. Smith, was never married but the one time in her life, this marriage being to the said A. J. Smith. Of this union, only one child was born, a girl whose maiden name was Ruth Smith, now Mrs. Ruth Evans, and there are no child or children of the said A. J. Smith and wife, Mrs. Lola A. Smith, having children. The said Mrs. Lola A. Smith, left no will and owned no debts at the time of her death and there was no necessity for an administration of her estate. The only legal heirs at law of the said Mrs. Lola A. Smith, is her said husband A. J. Smith, and said daughter Mrs. Ruth Evans, who are entitled to, and are the owners of, all of the property belonging to the said Mrs. Lola A. Smith, at the time of her death.

A J Smith

Mrs. Ruth Evans

J. C. Evans

Sworn to and subscribed before me, this 22nd day of September, A. D. 1943, to certify which witness my hand and seal of office.

(SEAL) E. C. King Notary Public in and for Brazoria County, Texas

Witnesses.

M. C. McLarry

Mrs. R. E. L. Stringfellow

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA.)

BEFORE ME, E. C. King, a Notary Public in and for said County and State, on this day personally appeared A. J. Smith, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 22nd day of September, A. D. 1943.

(SEAL) E. C. King Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA.)

BEFORE ME, E. C. King, a Notary Public in and for said County and State, on this day personally appeared J. C. Evans and Mrs. Ruth Evans, his wife, known to me to be

the persons whose names are subscribed to the foregoing instrument, and the said J. C. Evans, acknowledged to me that he executed the same for the purpose and consideration therein expressed. And the said Mrs. Ruth Evans, wife of the said J. C. Evans, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Ruth Evans, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 22nd day of September, A. D. 1943.

(SEAL) E. C. King Notary Public in and for Brazoria County, Texas.

Filed For Record At 9:00 O'clock A M Sep 26 1943 J. R. Monarch Clerk County Court Brazoria Co., Texas

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10339

THE STATE OF TEXAS,)

COUNTY OF CAMERON)

KNOW ALL MEN BY THESE PRESENTS:

deceased, and Frances Opal Potts (only daughter of L. M. Poland
That We, Mrs. L. M. Poland, widow of A. M. Poland, and A. M. Poland, deceased)

joined pro forma by my husband A. T. Potts of the County of Cameron State of Texas for and in consideration of the sum of Ten Dollars and good considerations to us in hand paid by Marie Potts Hoffman have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Marie Potts Hoffman of the County of Cameron State of Texas all that certain lot or parcel of land in Brazoria County, Texas described as follows:

Lots numbered Four (4) and Five (5) in Block number Seven (7) all situated in the John A. Owen Addition to Alvin, in Brazoria County, Texas as shown by the Map or plat of said Addition recorded in Plat Book Two (2) Page Thirty one (31) in the Office of the County Clerk of Brazoria County, Texas, the same being a subdivision of a thirty (30) acre tract out of the Northwest corner of the B. B. B. & C. RR Co. Survey, Brazoria County, Texas

Also, all that certain tract or parcel of land situated in the County of Brazoria, State of Texas, and being apart and parcel of the R. W. Williams League, which is partly in Matagorda and in Brazoria County, Texas, and being apart of the Eastern one half of a One Hundred (100) acre tract numbered One according to a plat of the Northeast Quarter of said League made by Fred S. Robbins.

Beginning at the North corner of said Williams League; thence South Forty five (45) degrees West along League line 526 varas to a stake, the West corner of said Boons Fifty acre tract; thence South 45 degrees East 171.7 varas to a stake for South corner of this tract; thence North 45 degrees East 526 varas to a stake in the end line of said League for East corner; thence North 45 degrees West 171.7 varas to the place of beginning and being apart of a Fifty acre tract bought by William Boon from C. H. Williams by deed dated January 6th, 1887 and duly recorded in Volume X at pages 305 and 306 of the Deed Records of Matagorda County, Texas, and being the same land conveyed by William Boon and Malinda Boon, husband and wife to Henry Antony Boon, by deed dated July 23, 1914 and recorded in Deed Record of Brazoria County, Texas, and being the same land described in the deed of trust from Henry A. Boon and wife Mollie Boon to Glen Hanna dated August 10th, 1914 and recorded in Book 30 page 234 et seq. of the Records of Deeds of Trust, in the office of the county clerk, in Brazoria County, Texas, and to which deed of trust instrument reference is here made for complete description of said land and for the complete terms of said instrument.

all and singular, the said premises, unto the said E. G. TIGNER, S. W. TIGNER, and EDWIN E. TIGNER, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim, the same, or any part thereof.

W. E. Tigner, Sr.

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared W. E. TIGNER, SR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of March, A. D., 1945.

(SEAL) Joe Bayer Notary Public in and for Harris County, Texas.

Filed for Record at 8:20 o'clock A. M. Apr 9 1945 J. R. Monarch Clerk County Court, Brazoria County, Texas
By Alice Sanders Deputy

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8429

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT I, A. J. Smith of the County of Brazoria State of Texas for and in consideration of the sum of Ten Dollars (\$10.00) and other considerations DOLLARS, to me in hand paid by Mrs. R. E. L. Stringfellow, receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Mrs. R. E. L. Stringfellow of the County of Brazoria State of Texas all that certain Lot, tract or Parcel of land, situated in the County of Brazoria, State of Texas, and more particular described as follows, to-wit:

Being Five (5) acre Tract No. 23, in sub-division No. 8 of the P. J. Calvit, Abstr 51 of Brasos Coast Investment Company's subdivision and Survey, according to the map or plat of same on file in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for further description and particulars.

However, there is reserved out of the above described tract of land the right of way for the intracoastal canal off of the East End thereof amounting to approximately two acres.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Mrs. R. E. L. Stringfellow her, heirs and assigns, forever, and I, do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Mrs. R. E. L. Stringfellow, her, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand at Freeport Texas this 7th day of April A. D., 1945

A J Smith

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, A Notary Public in and for Brazoria County, Texas, on this day personally appeared A. J. Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 7th day of April A. D. 1945.

(SEAL) Mildred Woodiel Notary Public in and for Brazoria County, Texas.

Filed for Record at 8:25 o'clock A. M. Apr 9 1945 J. R. Monarch Clerk County Court, Brazoria County, Texas

By Alice Sanders Deputy

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8430

THE STATE OF TEXAS,)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, A. J. Smith, of the County of Brazoria and State of Texas, for and in consideration of the sum of Ten Dollars & Other Considerations DOLLARS to me in hand paid by Mrs. R. E. L. Stringfellow of the County of Brazoria and State of Texas, the receipt of which is hereby acknowledged, do I by these presents BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM unto the said Mrs. R. E. L. Stringfellow her heirs and assigns, all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Five acre Tract of land in A. Calvit Survey, being tract number 544, Division 14, Abstract 49, according to Deed records in office of County Clerk of Brazoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Mrs. R. E. L. Stringfellow her heirs and assigns, forever, so that neither I the said J. A. Smith nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Freeport, Brazoria County, Texas, this 7th day of April A. D. 1945

A J Smith

THE STATE OF TEXAS,)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of April A. D. 1945

(SEAL) Mildred Woodiel Notary Public in and for __ County, Texas.

Filed for Record at 8:25 o'clock A. M. Apr 9 1945 J. R. Monarch Clerk County Court, Brazoria County, Texas

By Alice Sanders Deputy

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8432

THE STATE OF TEXAS,)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That, We, Hiram Moore and wife, Clara Belle Moore, of Brazoria County, Texas, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration cash in hand paid by A. D. Davis, of Brazoria County, Texas, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided one-fourth (1/4) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

#9757
Nannie M. Stringfellow
to
Brazoria County

Instrument---R/W
Dated---March 30, 1961
Filed---Aug. 15, 1961 at 8:10 a.m.
Recorded in Deed Book 798 pg. 692

RIGHT-OF-WAY EASEMENT DEED

THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

9757

I, Nannie M. Stringfellow, widow

THAT
Brazoria County, Texas, in consideration of the sum of \$ 1.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said county, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by me to-wit:

A strip of land twenty (20) feet width extending across the Southwest side of tract No.9 also a strip of land twenty (20) feet in width extending across the Northwest end of Tracts 23, 28, 29, 33, 34, 38, and also a strip of land twenty (20) feet in width extending across the Southwest end of Tract No.43, all in Division No 8, of the Brazos Coast Investment Company Subdivision, in the F.J.Calvit League, Abstract No.51, Brazoria County, Texas, according to the records map or plat thereof, appearing in the Office of the County Clerk of Brazoria County, Texas.

The grantor herein excepts from this easement and reserves for herself, her heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by this easement, but said grantor, for her self her heirs and assigns, waives all right of ingress and egress to and from the surface of the land covered by this easement for the purposes of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon and across said premises for the purposes of making additions to improvements on, and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS my hand this 30th day of March 1961

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, a Notary Public in and for said County and State, on this day personally appeared
Nannie M. Stringfellow

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this the 30th day of March, A. D. 1961
[Signature] Notary Public
Brazoria County

THE STATE OF
COUNTY OF

G. C. HARDMAN, JR.
Notary Public in and for Brazoria County, Texas
My Commission Expires 6-1-61

Before me, a Notary Public in and for said County and State, on this day personally appeared

, wife of
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the day of , A. D. 195
Notary Public
County

THE STATE OF
COUNTY OF

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

and , his wife
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the day of , A. D. 195
Notary Public
County

000

9757

692
RECEIVED

BRAZORIA COUNTY

FILED FOR RECORD

AT 8:00 O'CLOCK A.M.

Filed for record this AUG 15 1961 day of

H. R. STEVENS, JR.

Notary Public, Brazoria Co., Texas

or Deputy

Clerk

County Court, County, Texas

Deputy

Coring

15836

vol. 534 p. 261

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased, known to me to be a credible person more than twenty-one years of age, and a resident of Freeport, Brazoria County, Texas, who, after being first by me duly sworn, deposes and says:

I am a life-long resident of Brazoria County. My deceased husband, R. E. L. Stringfellow, was one of the principal cattle raisers in the Brazosport area and he owned in fee simple numerous tracts of land in Brazoria County, Texas. He also leased numerous tracts of land for grazing range in connection with his cattle raising activities.

I am intimately acquainted with the use and occupation of the tract of land east of the old Angleton-Velasco Highway, now State Farm Road No. 523, known as the Stringfellow pasture, which tract of land is bounded as follows:

BEGINNING at a point where East Union Bayou intersects the old Angleton-Velasco Highway, now Farm Road No. 523, on the west boundary line of the F. J. Calvit League and the East boundary line of the Maurice Henry One-Fourth League;

THENCE, along the old Angleton-Velasco Highway in a northeasterly direction to a point where the said highway adjoins Oyster Creek;

THENCE, following the meanders of Oyster Creek to a point where the said Oyster Creek intersects the old Intra-Coastal Canal;

THENCE, along the north bank of the old Intra-Coastal Canal, in a southwesterly direction to where the said canal crosses East Union Bayou;

THENCE, along the North bank of East Union Bayou with its meanders to the place of beginning.

The above mentioned tract of land comprises approximately thirty-two hundred (3200) acres and from about 1930 to date has been commonly known as the Stringfellow pasture.

Continuously for many years prior to 1930, Mr. S. R. Hudgins used the above pasture exclusively and maintained a fence along the east boundary line of the old Angleton-Velasco Highway from the point where the East Union Bayou crossed the same up to the point where the said Highway crossed Oyster Creek which was all the fencing that was necessary in order to inclose the pasture, as Oyster Creek furnished the northern boundary, and East Union Bayou and the Intra-Coastal Canal supplied the southern and southeastern boundary. Mr. Hudgins maintained the fence in good condition sufficient to turn cattle of ordinary disposition. It is my understanding that Mr. Hudgins leased that portion of the premises not owned by him from the owners thereof. In any event, he maintained control of the whole pasture to the exclusion of all but the persons under whom he was claiming.

In about the year 1930, my husband, Mr. R. E. L. Stringfellow, took possession of the pasture and commenced to use same to the exclusion of all except the record owners. He and I also commenced to acquire interests or acquire ownership of land lying in the pasture as same became available. By Warranty Deed dated November 15, 1935, recorded in Volume 277, Page 1 of the Deed Records of Brazoria County, Texas, which instrument was filed of record March 31, 1936, G. D. Shanks conveyed Lot No. 111, Subdivision No. 7 of the Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 61, to me.

By 1938, we had acquired deeds to numerous other tracts in the above described Stringfellow pasture, including the following:

Lot No.

Subdivision No.

21	5
23	6
1	7
11	7
15	7
127	7
37	8
51	8
122	8
26	9
27	9
42	9
56	9
87	9
103	9
108	9
112	9
125	9
9	10
19	10
23	10
24	10
33	10
102	10
West half of Lot 18	9
118	9
174	9
41	10
92	10
114	9

Lot No.Subdivision No.

75

9 /

43

10 /

44

10 /

All in the Old Brazos Coast Investment Company Subdivision and as described in deeds dated and recorded respectively October 6, 1937, in Vol. 299, Page 454; October 6, 1937, recorded in Vol. 299, Page 453; and January 4, 1938, recorded in Vol. 299, Page 49. All said deeds being from R. E. L. Stringfellow and wife, Nannie Stringfellow to O. L. Rash. In all of the foregoing deeds there is royalty interests reserved to the affiant. On January 29, 1938, shortly after our above conveyances to him, O. L. Rash conveyed all the interest owned by him in the above lots, together with his interest in Lots 84 and 157, Division 7; Lot 97, Division 8; Lot 105, Division 9; and Lot 42, Division 10, to the Sun Oil Company. During all of the period in which we were acquiring title to the various tracts above, we maintained control and possession of the whole pasture and used it exclusively for pasturing our cattle. As each particular lot was acquired I entered possession thereof and used same continuously, openly, notoriously, and adversely and to the exclusion of everyone, using, enjoying and possessing same and paying taxes thereon all in connection with other land held, used and enjoyed by me lying in the Stringfellow pasture up to 1938 at which time same were conveyed to O. L. Rash, who in turn conveyed the said lots to the Sun Oil Company. I then continued possession of all the premises conveyed by O. L. Rash to Sun, as described above, under a grazing lease from the Sun Oil Company. Commencing with the grazing lease from Sun Oil Company and continuing down to date,

DEED

W 894 265

I subleased the property claimed by me under the Sun Oil Company lease, together with all the other property owned or claimed by me in the said Stringfellow 3200 acre pasture, to Mr. C. A. Encroz who has held same as my tenant from 1938 down to date. During all of this latter period my tenants and I exercised exclusive control of the pasture, maintained the fences, used and enjoyed the said pasture for the purpose of pasturing cattle.

SUBDIVISION
BRAZOS COUNTY, IN VAS.

for many of these

S. J. A. 15. 10. 1945

B

5. J. H. 291 39

DATE

The State of Texas,

Vol. 912 PAGE 850

County of Brazoria

Known Ali Men by Chenr Presents:

Test I, Mrs. R. E. L. Stringfellow

of the County of Brazoria

State of Texas

for and in consideration

of the sum of Ten Dollars (\$10.00) and other valuable consideration-----

DOLLARS

to me in hand paid by L. S. Wemack

as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

L. S. Wemack

of the County of

Harris

State of

Texas

all that certain

tract being:

Tract No. 23, in sub-division No. 6
of the F. J. Calvit Survey, Abst 51
of the Brazos Coast Investment Co.
Sub-division, according to the map or
plat of same on file in the office of
the County Clerk of Brazoria County,
Texas, Surface Only

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said L. S. Wemack, his

heirs and assigns forever and I do hereby bind myself, my
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said L. S. Wemack, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS my hand at Freeport, Texas
this 7th day of June 1966

Witnesses at Request of Grantor:

THE STATE OF TEXAS,
COUNTY OF Brazoria

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
 whose name Mrs. R. E. L. Stringfellow
 subscribed to the foregoing instrument, and acknowledged to
 executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of June A. D. 1965
 (L. S.) Eleanor M. Coleman

Notary Public in and for Brazoria County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

NOTARY PUBLIC IN AND FOR
 BRAZORIA COUNTY, TEXAS
 MY COMMISSION EXPIRES JUNE 1, 1969

THE STATE OF TEXAS,

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
 wife of known
 to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and
 apart from her husband, and having the same fully explained to her, she, the said
 acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the
 purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

(L. S.)

Notary Public in and for

JUN 14 1965 County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

H. R. STEVENS, JR.
 Clerk County Court, Brazoria Co., Tex.
 BY H. R. Stevens, Jr. DEPUTY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
 and his wife, both
 known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that
 they each executed the same for the purposes and consideration therein expressed, and the said
 wife of the said
 having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the
 said
 acknowledged such instrument to be her act and deed, and she
 declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
 wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

day of

A. D. 19

(L. S.)

Notary Public in and for

County, Texas

THE STATE OF TEXAS,
COUNTY OF

JUN-14-65 50584 • 8 • 8695 A RCD—

120

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for
 record in my office on the day of A. D. 19 at o'clock M.
 and was duly recorded by me on the day of A. D. 19
 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
 the day and year last above written.

(L. S.)

County Clerk

County, Texas

By Deputy.

Warranty Deed

FROM

TO

FILED FOR RECORD

This day of A. D. 19

at o'clock M.

County Clerk.

By

FILED FOR RECORD Deputy.

AT 8 O'CLOCK AM

A. D. 19

JUN 14 1965

County Records

H. R. STEVENS, JR.

Clerk County Court, Brazoria Co., Tex.

BY Deputy.

County Clerk.

By

Recording Fee \$ 1.20 Deputy.

This instrument should be filed immediately with

the County Clerk for record.

J. S. Harnack
 1911 Avenue
 Houston, Tex. 77017
 The Clerk's Office, Brazoria County, Texas

16266

The State of Texas,

COUNTY OF BRAZORIA }

Vol 955 Pmt 879

Known all Men by These Presents:

That I, Lola Ruth Smith Evans, a widow,

of the County of Brazoria and State of Texas, for and in consideration of

the sum of -----Ten and No/100 -----\$10.00 -----DOLLARS
and other good and valuable consideration
to me in hand paid by L. S. Womackof the County of Harris and State of Texas, the receipt of which
is hereby acknowledged, do, by these presents BARGAIN, SELL, RELEASE, AND FOREVER
QUIT CLAIM unto the said L. S. Womack, hisheirs and assigns, all my right, title and interest in and to that certain tract or
parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Tract 23, being 5 acres, of the Brazos Coast Investment Company
Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria
County, Texas, according to the recorded map or plat thereof in
Volume 2, at pages 143-144 of the Plat Records of Brazoria County,
Texas;

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges
and appurtenances thereto in any manner belonging unto the said L. S. Womack, his

heirs and assigns, forever, so that neither I the said Lola Ruth Smith
Evans, a widow,
nor my heirs, nor any person or persons claiming under me shall, at any time
hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any
part thereof.

WITNESS my hand at Angleton, Texas this 15
day of Nov. A. D. 19 66.

Witness at Request of Grantor:

Lola Ruth Smith Evans
Lola Ruth Smith Evans, a widow

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Lola Ruth Smith Evans, a widow,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of Nov. A. D. 1966.

(L. S.) W. LOVING
Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS,
COUNTY OF

WIFE'S SEPARATE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
wife of , known to me to be the person whose name is subscribed to the fore-
going instrument, and having been examined by me privily and apart from her husband, and having the same fully
explained to her, she, the said , acknowledged such instrument to be her act
and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed,
and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.) Notary Public in and for County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
and
, his wife, both
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that
they each executed the same for the purposes and consideration therein expressed, and the said
wife of the said
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the
said , acknowledged such instrument to be her act and
deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and
that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.) Notary Public in and for County, Texas.

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for
record in my office on the day of A. D. 19 at o'clock M.
and was duly recorded by me on the day of A. D. 19
in Vol. page of the Record of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
the day and year last above written.

(L. S.) FILED FOR RECORD
AT 2:30 O'CLOCK P M
County Clerk County, Texas.
By Deputy.

NOV 15 1966

H. J. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.

021

46266

Quit-Claim Deed

FROM

TO

FILED FOR RECORD

This day of A. D. 19 at o'clock M.

County Clerk

By Deputy

RECORDED

In A. D. 19 County Record

In Book on Page

County Clerk

By Deputy

Recording Fee \$

This instrument should be filed immediately with the County Clerk for record.

Mr. S. Womack

1411 Adams

Houston, Tex 77017

627-17444

16555

D E E D

THE STATE OF TEXAS)

VOL. 956 PAGE 345

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, L. S. Womack, of Harris County, Texas, called the GRANTOR for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to me in hand paid by Anthony Zanakos and wife, Beverly Joyce Zanakos, of Harris County, Texas, called the GRANTEES, the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said GRANTEES herein of their one certain promissory note of even date herewith for the principal sum of Eleven Thousand and No/100 Dollars (\$11,000.00), payable to the order of GRANTOR herein, at The First Freeport National Bank, in Freeport, Brazoria County, Texas, with interest thereon from date at the rate of Eight per cent (8%) per annum, said note being payable in twenty-three (23) monthly installments of One Hundred Fifty and No/100 Dollars (\$150.00) each, including interest, and a final and 24th installment of the balance of unpaid principal and interest, the first of said installments being due and payable on or before the 15th day of December, 1966, and a like installment due on or before the same day of each month thereafter until paid; said note being additionally secured by Deed of Trust of even date therewith to Frank W. Stevens, Trustee;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEES herein, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:



Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F.J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof in

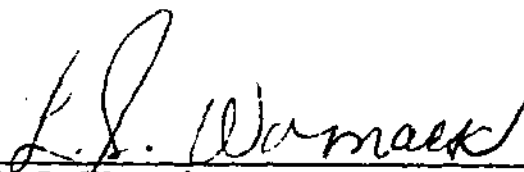
Volume 2, at pages 143-144 of the Plat Records of Brazoria
County, Texas.

THIS PROPERTY IS CONVEYED SUBJECT to the mineral reservation set
forth in Volume 912, at page 850 of the Deed Records of Brazoria County, Texas;
and subject also to the rights of way in Volume 295, at page 524, and Volume
798, at page 692 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with
all and singular, the rights and appurtenances thereto in anywise belonging
unto the said GRANTEES, their heirs and assigns forever, and I do hereby
bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER
DEFEND, all and singular, the said premises unto the said GRANTEES, their
heirs and assigns, against every person whomsoever lawfully claiming or to
claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the vendor's lien
and superior title is retained against the above described property, premises
and improvements, until the above described note, and all interest thereon,
is fully paid, according to its face and tenor, effect and reading, when this
deed shall become absolute.

WITNESS MY HAND this the 22 day of November, 1966.


L. S. Womack



VOL 956 PAGE 347

COUNTY OF Brazoria)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day

of November, 1966.

W. LOVING
Deputy Public in and for Arizona County, Texas

FILED FOR RECORD
AT 3:41 O'CLOCK P. M.

NOV 22 1966

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex
BY Wood DEPUTY

16556
THE STATE OF TEXAS
COUNTY OF BRAZORIA

DEED OF TRUSTVOL **298** PAGE **484**} **KNOW ALL MEN BY THESE PRESENTS:**

This DEED OF TRUST, made and entered into by and between

Anthony Zanakos and wife, Beverly Joyce Zanakos,

of Harris County, Texas, hereinafter called GRANTOR (whether
one or more) and Frank W. Stevens
of Brazoria County, Texas, hereinafter called TRUSTEE, and
L. S. Womack
of Harris County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F.J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, at pages 143-144 of the Plat Records of Brazoria County, Texas.

together with all improvements thereon and all electrical wiring, switches and equipment, pipes and plumbing fixtures, furnaces and other heating equipment, air-conditioning units, ducts and equipment, windows, screens, shades, awnings and all other fixtures and equipment now in, on, or connected with or that may be hereafter added or substituted in place of, or connected with the above described real property, all of which fixtures and equipment shall, for all purposes, be deemed attached to and a part of said real property and all rents, revenues and royalties, incidental thereto or arising therefrom.

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

[illegible]

(h) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of HOLDER, be applied on the above described indebtedness.

(i) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness until same is paid.

(j) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

(k) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate of 10% per annum, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.

7. Should HOLDER elect to exercise the option on enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public vendue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale

and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers, and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST, or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the Laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force. The above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. As additional security for the payment of the above described note, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all

such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.


14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.


15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

17. This Deed of Trust is executed and delivered by the Grantors as security in addition to the vendor's lien reserved and retained in the Deed from L. S. Womack to Anthony Zanakos and wife, Beverly Joyce Zanakos, the Grantors herein, of even date herewith, conveying the above described premises. The above described note was given in part payment of the purchase price for said premises and the vendor's lien retained in said Deed is hereby recognized as valid and subsisting. This Deed of Trust shall not impair or affect the rights of the vendor or vendor's superior title, but the lien hereby created shall be cumulative and in addition thereto.

WITNESS OUR HANDS this the 22 day of November, 1966.


Anthony Zanakos


Beverly Joyce Zanakos

2021 Acknowledgments—Single, Double, and Durnell-McCormick

COUNTY OF

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of
 . 19 .

Notary Public,

COUNTY OF Brazoria

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of
November 1964

Notary Public, Brazoria

W. LOVING
County Prison in and for Arizona County, Tenn.

for the purposes and consideration therein expressed, and in the capacity therein stated.

619

Notary Public.

NOV 22 1966

H. R. STEVENS, JR.
Clark County Court, Brazoria Co., Tex.
BY: W. B. Wood DEPUTY

270
The State of Texas,
 County of BRAZORIA

VOL 1921 PAGE 118
Know All Men by These Presents:

WHEREAS L. S. Womack

of the County of Harris and State of Texas, did on
 the 22nd day of November A. D. 1966 by deed of that date duly recorded in
 the Records of Deeds in Brazoria County, Texas, Volume 956 Page 345 Grant, Sell
 and Convey to Anthony Zanakos and wife, Beverly Joyce Zanakos,
 of the County of Harris State of Texas, the following described property, to-wit:

Tract 23, being 5 acres, of the Brazos Coast Investment Company,
 Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria
 County, Texas, according to the recorded map or plat thereof in
 Volume 2, at pages 143-44 of the Plat Records of Brazoria County,
 Texas;

and did in said deed retain a Vendor's Lien on the property so Granted, Sold and Conveyed, to secure

the payment of part of the purchase money mentioned in said deed as follows, to-wit: One certain promissory note of even date therewith for the sum of \$11,000.00, payable to the order of L. S. Womack, at The First Freeport National Bank, in Freeport, Texas, with interest from date at the rate of 8% per annum, said note payable in 23 monthly installments of \$1. each, including interest, and a final and 24th installment of the balance of unpaid principal and interest; said note being additionally secured by Deed of Trust of even date therewith to Frank W. Stevens, Trustee, recorded in Volume 298, at page 484 of the Deed of Trust Records of Brazoria County, Texas;

And, Whereas, said Vendor's Lien note given as aforesaid for part purchase money of said property has been paid to L. S. Womack
 the legal and equitable holder and owner of said note :

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That I, L. S. Womack,
 the present legal and equitable owner
 and holder of said Vendor's Lien note above mentioned, DO HEREBY RELEASE, DISCHARGE
 AND QUIT-CLAIM unto the said Anthony Zanakos and wife, Beverly Joyce Zanakos, their
 heirs and assigns, all the rights, title, interest and estate in and to the property above described,
 which I have or may be entitled to by virtue of being the owner of said Vendor's Lien note
 and hereby declare said property released and discharged of all liens created by virtue of said Vendor's
 Lien note above described.

WITNESS my hand this 11

day of

A. D. 1968

L. S. Womack

THE STATE OF TEXAS,
COUNTY OF *Harris*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
L. S. Womack
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the *11* day of *Dec*, A. D. 19 *68*

(L. S.)

Notary Public in and for

Harris County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
_____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____

A. D. 19 _____

(L. S.)

Notary Public in and for

County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
_____, and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____, wife of the said _____,

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____

A. D. 19 _____

(L. S.)

Notary Public in and for

County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19 _____ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19 _____ in Vol _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in _____ the day and year last above written.

(L. S.)

County Clerk

County, Texas

FILED FOR RECORD
AT 3:40 O'CLOCK

Deputy.

JAN 7 1969

250
270
Release of Brundage's Lien

FROM
TO

FILED FOR RECORD

This day of _____ A. D. _____ at _____ o'clock _____ M. County Clerk

By _____ Deputy

In _____ County Records

on Page _____

County Clerk

By _____ Deputy

Recording Fee \$ 2.50

This instrument should be filed immediately with the County Clerk for record.

See Other County Filings, etc.

B.C.C. 2001

271

DEED OF TRUST

DEED OF TRUST

VOL 336 PAGE 362

THE STATE OF TEXAS

COUNTY OF *Harris*

KNOW ALL MEN BY THESE PRESENTS:

That WE, ANTHONY ZANAKOS and wife, BEVERLY JOYCE ZANAKOS,

HARRIS

of ~~BRAZORIA~~ County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00), to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto J. H. WESTMORELAND, Trustee, of HARRIS County, Texas, and his substitutes or successors, all of the following described real property situated in BRAZORIA County, Texas, and described as follows, to-wit:

Tract 23, being 5 acres, of the Brazos Coast
Investment Company Subdivision #8, in the F. J
Calvit League, Abstract 51, Brazoria County, Texas
according to the recorded map or plat thereof in
Volume 2, at pages 143-144 of the Plat Records of
Brazoria County, Texas.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of ONE promissory note of even date herewith in the principal sum of SIX THOUSAND TWO HUNDRED and 70/100 Dollars (\$ 620000) executed by Grantors, payable to the order of SHARPTOWN STATE BANK

in the City of HOUSTON HARRIS County, Texas as follows, to-wit:
as therein provided. D-96

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said building occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce the trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county; and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding the Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to the Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note rendering the balance of the sales price, if any, to the Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all pretenses to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale, and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of the Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

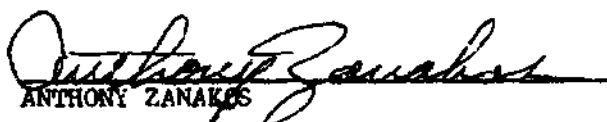
That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantors, successors and assigns.

~~IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals at the City of Los Angeles, California, on the 9th day of December, 1968.~~

EXECUTED this 9th day of December A. D. 1968


ANTHONY ZANAKOS


BEVERLY JOYCE ZANAKOS

(Acknowledgment)

DEED OF TRUST

VOL 336 PAGE 365

THE STATE OF TEXAS
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared **ANTHONY ZANAKOS**

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 9th day of December, A. D. 1968.

Notary Public in and for Harris County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared **BEVERLY JOYCE ZANAKOS**

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 9th day of December, A. D. 1968.

Notary Public in and for Harris County, Texas.

FILED FOR RECORD
AT 3:40 O'CLOCK PM

JAN 7 1969

H. R. STEVENS, JR.
CLERK OF DISTRICT COURT, HARRIS COUNTY, TEXAS
BY [Signature] DEPUTY

271

DEED OF TRUST

TO

TRUSTEE FOR

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:

600
Shapstone, State Bank
Box 36040
Houston, Texas 77036

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19____.

Notary Public in and for _____ County, Texas.

9283

EXTENSION AGREEMENT

THE STATE OF TEXAS)
(
COUNTY OF HARRIS)

WHEREAS, ANTHONY OR BEVERLY JOYCE ZANAKOS, executed a promissory note payable to the order of the SHARPSTOWN STATE BANK, in the sum of \$6,200.00, on or before Ninety (90) days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$6,200.00.

NOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to September 14, 1969, in the principal amount of \$6,200.00, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this 16th day of June, 1969.

SHARPSTOWN STATE BANK

By: *[Signature]*

[Signature]
Anthony Zanakos

[Signature]
Beverly Joyce Zanakos

THE STATE OF TEXAS)
(
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Joyce Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 17th day of June, 1969.

FILED FOR RECORD
AT 8:10 O'CLOCK 2

JUN 20 1969

H. R. STEVENS, JR.
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTY

D-97

13989

DEED OF TRUST
VOL. 349 PAGE 132
EXTENSION AGREEMENT

THE STATE OF TEXAS)
(
COUNTY OF HARRIS)

WHEREAS, ANTHONY OR BEVERLY JOYCE ZANAKOS, executed a promissory note payable to the order of the SHARPSTOWN STATE BANK, in the sum of \$5,855.00, on or before Ninety (90) days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$5,855.00

NOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to December 13, 1969, in the principal amount of \$5,855.00, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this 14th day of September, 1969.

SHARPSTOWN STATE BANK

By: Robert J. Hume

Anthony Zanakos
Anthony Zanakos

Beverly Joyce Zanakos
Beverly Joyce Zanakos

THE STATE OF TEXAS)
(
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 14th day of September, 1969.

Anta Clark
Notary Public in and for Harris
County, Texas



FILED FOR RECORD
AT 3:45 O'CLOCK P.M.

SEP 22 1969

H. R. STEVENS, JR.
CLERK, COUNTY COURT, BRAZORIA CO., TEXAS
BY: James DEPUTY

40-2260 217034 40-2260 40-2260

THE STATE OF TEXAS }
COUNTY OF HARRIS }

WHEREAS, ANTHONY OR BEVERLY JOYCE ZANAKOS, executed a promissory note payable to the order of the SHARPSTOWN STATE BANK, in the sum of \$5,855.00, on or before Ninety (90) days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$5,855.00.

NOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to March 13, 1970, in the principal amount of \$5,855.00, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this 16th day of December, 1969.

SHARPSTOWN STATE BANK

By: [Signature]

[Signature]
Anthony Zanakos

[Signature]
Beverly Joyce Zanakos

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 18th day of December, 1969.



[Signature]
Notary Public in and for Harris
County, Texas

FILED FOR RECORD
AT 2:08 O'CLOCK 4 M.

DEC 30 1969

H. R. STEVENS, J.M.
CLERK COUNTY COURT - BRAZORIA COUNTY TEXAS
BY [Signature] DEPUTY

EXTENSION AGREEMENT

DEED OF TRUST

THE STATE OF TEXAS }
COUNTY OF HARRIS }

VOL 356 PAGE 811

WHEREAS, ANTHONY OR BEVERLY JOYCE ZANAKOS, executed a promissory note payable to the order of the SHARPSTOWN STATE BANK, in the sum of \$5,269.50, on or before Ninety (90) days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$5,269.50.

NOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to June 11, 1970, in the principal amount of \$5,269.50, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this 13th day of March, 1970.

SHARPSTOWN STATE BANK

By: *[Signature]*

[Signature]
Anthony Zanakos

[Signature]
Beverly Joyce Zanakos

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 30th day of March, 1970.

[Signature]
Notary Public in and for Harris
County, Texas

FILED FOR RECORD
AT 2:45 O'CLOCK Y M.

MAR 31 1970

H. R. STEVEN, JR.
CLERK COUNTY CLERK, BRAZORIA COUNTY, TEXAS
BY *[Signature]* DEPUTY

THE STATE OF TEXAS |

COUNTY OF HARRIS |

WHEREAS, Anthony Zanakos and Beverly Joyce Zanakos executed a promissory note payable to the order of SHARPSTOWN STATE BANK in the sum of \$4,742.55 on or before Ninety (90) Days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Brazoria County, Texas in Volume 336 Page 365, and said parties have agreed to extend the time of payment of said note.

NOW, THEREFORE, it is agreed that the maturity of said note shall be the same is hereby extended to January 27, 1971, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this the 27th day of October, 1970.

ATTEST:

[Signature]
CASHIER

SHARPSTOWN STATE BANK

BY [Signature]
VICE PRESIDENT

[Signature]
ANTHONY ZANAKOS

[Signature]
BEVERLY JOYCE ZANAKOS

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony Zanakos and wife, Beverly Joyce Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the 27th day of October, 1970.

[Signature]
NOTARY PUBLIC in and for HARRIS COUNTY,
TEXAS

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in for said County and State, on this day personally appeared Harry S. Stevens, Vice President of SHARPSTOWN STATE BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said banking corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27th day of October, 1970.

AT 8:05 O'CLOCK A. M.

[Signature]
NOTARY PUBLIC in and for HARRIS COUNTY,
TEXAS

NOV 17 1970

H. R. STEVENS, JR.
CLERK COUNTY COURT - BRAZORIA COUNTY TEXAS
BY [Signature] DEPUTY

D - 101

150-1770 53440 000 10003 - 000-1 150

5967

VOL 374 PAGE 810

THE STATE OF TEXAS

COUNTY OF BRAZORIA

} KNOW ALL MEN BY THESE PRESENTS:

This DEED OF TRUST, made and entered into by and between
Anthony Zanakos and wife, Beverly Joyce Zanakos,

of Harris County, Texas, hereinafter called GRANTOR (whether
one or more) and Clarence Meyer
of Harris County, Texas, hereinafter called TRUSTEE, and
First State Bank of Bellaire
of Harris County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness
hereinafter described, and the further consideration of \$10.00
to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowl-
edged, and the further consideration, uses, purposes and trusts
herein set forth, have SOLD, GRANTED AND CONVEYED, and by these
presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes,
successors and their assigns, the following described real property,
to-wit:

Tract 23, being 5 acres, of the Brazos Coast Investment

Company Subdivision #8, in the F. J. Calvit League, Abstract

51, Brazoria County, Texas, according to the recorded map

or plat thereof in Volume 2, at pages 143-144 of the Plat Records

of Brazoria County, Texas.

together with all improvements thereon and all electrical wiring,
switches and equipment, pipes and plumbing fixtures, furnaces and
other heating equipment, air-conditioning units, ducts and equipment,
windows, screens, shades, awnings and all other fixtures and equip-
ment now in, on, or connected with or that may be hereafter added or
substituted in place of, or connected with the above described real
property, all of which fixtures and equipment shall, for all purposes,
be deemed attached to and a part of said real property and all rents,
revenues and royalties, incidental thereto or arising therefrom.

2. TO HAVE AND TO HOLD the above described property,
together with all rights, privileges, appurtenances, rents,
royalties, income, abstracts of title, title papers, and insurance
policies appertaining or thereunto belonging, to TRUSTEE and his
substitutes, successors and their assigns forever; and GRANTOR
hereby covenants to warrant and defend the title to said property
against the claim or claims of all persons whomsoever.

(h) **CONDEMNATION:** Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of HOLDER, be applied on the above described indebtedness.

(i) **APPLICATION OF PAYMENTS:** Grantor agrees that in the event any portion of the above described indebtedness cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness until same is paid.

(j) **PRIOR LIENS:** Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

(k) **COST:** Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate of 10% per annum, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.

7. Should HOLDER elect to exercise the option on enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public vendue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale

and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers, and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST, or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the Laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. As additional security for the payment of the above described note, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all

DEED OF TRUST

No. 22858 Deed of Trust—Book 5 of 5—Class 4

SOLE AGENT TO ATTORNEYS
BY THE STATE COMPANY—AMSTER

VOL 374 PAGE 814

such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

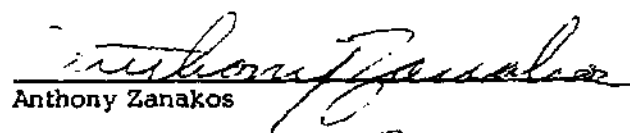
14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.

15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

17. This Deed of Trust is executed in renewal and extension, but not in extinguishment, of the unpaid balance owing on that one certain promissory note dated December 9, 1968, for the principal sum of \$6,200.00, executed by Anthony Zanakos and wife, Beverly Joyce Zanakos, payable to the order of Sharpstown State Bank, in Houston, Texas, as therein stipulated, said note being secured by a Deed of Trust of even date therewith to J. H. Westmoreland, Trustee, recorded in Volume 336, at page 362 of the Deed of Trust Records of Brazoria County, Texas, as renewed and extended by Volume 344, at page 643, Volume 349, at page 132, Volume 353, at page 330, Volume 356, at page 811, and Volume 367, at page 524 of the Deed of Trust Records of Brazoria County, Texas.

WITNESS OUR HANDS this the 14 day of June, 1971.


Anthony Zanakos


Beverly Joyce Zanakos

DEED OF TRUST

6766

VOL 375 PAGE 700

THE STATE OF TEXAS)
COUNTY OF HARRIS)

In consideration of the payment of indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the subscriber, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

Deed of Trust dated December 9, 1968 from Anthony Zanakos and wife, Beverly Joyce Zanakos, recorded in Volume 336, page 362 of the Deed of Trust Records of Brazoria County, Texas, securing the payment of one certain promissory note of even date therewith in the original principal sum of \$6200.00 executed by Anthony Zanakos and wife, Beverly Joyce Zanakos, and payable to the order of Sharpstown State Bank, and covering the hereinafter described property; and whereas said note has been renewed and extended by agreement dated June 16, 1969, recorded in Volume 344, page 643 of the Deed of Trust Records of Brazoria County, Texas; as renewed and extended by agreement dated September 14, 1969, recorded in Volume 349, page 132 of the Deed of Trust Records of Brazoria County, Texas; as renewed and extended by agreement dated December 16, 1969, recorded in Volume 353, page 330 of the Deed of Trust Records of Brazoria County, Texas; and as renewed and extended by agreement dated March 13, 1970, recorded in Volume 356, page 811 of the Deed of Trust Records of Brazoria County, Texas:

Tract 23, being 5 acres of the Brazos Coast Investment Company Subdivision #8, in the F. J. Calvit League, Abstract #51, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, page 143-144 of the Plat Records of Brazoria County, Texas.

The indebtedness represented by the above described note having been fully and finally paid, the liens securing same are hereby released.

EXECUTED this the 4 day of May, 1971.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS
RECEIVER OF SHARPSTOWN STATE BANK,
HOUSTON, TEXAS:

BY: Melville B. Bennett
Melville B. Bennett, Agent and Attorney in Fact

DEED OF TRUST

VOL 375 PAGE 701

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Melville B. Bennett, as Agent and Attorney in Fact for Federal Deposit Insurance Corporation, as Receiver of Sharpstown State Bank, Houston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation, and in the capacity as therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 4th day of

May, 1971.

William L. Goodell
Notary Public in and for

Harris County, Texas.

FILED FOR RECORD
AT 4:05 O'CLOCK P. M.

MAY 5 - 1971

H. R. STEVENS, JR.
CLERK COUNTY COURT - BRAZORIA COUNTY TEXAS
BY [Signature] DEPUTY

141-5-71 56892 REC 6766

1410 128

EASEMENT

23896

File No.

Job No. WA 14099

County Brazoria

Map 5624 D

STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT Anthony Zanakos and wife, Beverly Joyce Zanakos

of

County, Texas, for and in consideration of One Dollar (\$1.00) to in hand paid by Houston Lighting & Power Company, have, and by these presents do grant unto Houston Lighting & Power Company, its successors and assigns, a right-of-way for distribution lines, consisting of wires, poles and other necessary equipment across, under and over the following described lands located in Brazoria County, Texas:

Tract 23 of the Brazos Coast Investment Company's, Inc. Subdivision No. 8, in the S. J. Calvit League, Abstract No. 51, according to the map or plat thereof recorded in Volume 2, Page 141 of the Map Records of Brazoria County, Texas, and being the same property described in a deed from L. S. Womack to herein Grantors and recorded in Volume 956, Page 345 of the Deed Records of said County and State.

The easement herein granted is an unobstructed easement five (5) feet in width and 36 feet in length, being the southwesterly one-half (1/2) of a 10-foot wide easement as shown by a crosshatched area on Sketch No. 78-0573, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof and an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located southwesterly of and adjoining said 5-foot wide easement,

together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

WITNESS _____ hand _____ this 1 day of JUNE, 1978

X Anthony Zanakos
Anthony Zanakos

X Beverly Joyce Zanakos
Beverly Joyce Zanakos

1410 129

STATE OF TEXAS

County
BEFORE ME, the undersigned authority, a Notary Public in and for _____ County,
Texas, on this day personally appeared _____

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged
to me that _____ executed the same for the purposes and consideration
therein expressed in the aspect _____ therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19 _____

Notary Public _____ County, Texas

STATE OF TEXAS

HARRIS County
BEFORE ME, the undersigned authority, a Notary Public in and for HARRIS County,
Texas, on this day personally appeared Anthony Zenakos and Beverly Joyce Zenakos

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged
to me that they executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 1978

Notary Public HARRIS County, Texas
Commission Expires JUNE 1, 1980

STATE OF TEXAS

County
BEFORE ME, the undersigned authority, a Notary Public in and for _____ County,
Texas, on this day personally appeared _____ and wife _____
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they each executed the same for the purposes and consideration therein expressed, and the said _____
wife of the said _____ having been examined by me privily and
apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the
purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19 _____

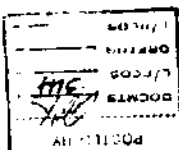
Notary Public _____ County, Texas

STATE OF TEXAS

County
BEFORE ME, the undersigned authority, a Notary Public in and for _____ County,
Texas, on this day personally appeared _____ and wife _____
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they each executed the same for the purposes and consideration therein expressed, and the said _____
wife of the said _____ having been examined by me privily and
apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and deed; and declared that she had willingly signed the same for the
purposes and consideration therein expressed, and that she did not wish to retract it.

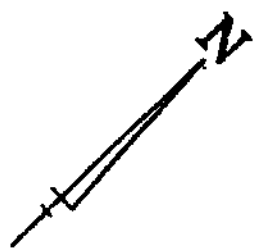
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19 _____

Notary Public _____ County, Texas



RETURN TO:
P. O. Kupec
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON, TEXAS, 77001

DEED
Vol. 1410 p. 130



F. J. CALVIT LEAGUE A-51

MARLIN AVE.

14753' to E. of Gulfview



15' x 10' EASEMENT

Anthony Zarakos et ux
Vol. 956 Pg. 345
5Ac.

Chromalloy American Corporation
Vol. 1266 Pg. 290

BRAZOS COAST INVESTMENT
COMPANY'S SUBDIVISION NO. 8
Vol. 2 Pg. 141-142 B.C.M.R.

23

24

FILED FOR RECORD
AT 8:45 O'CLOCK P.M.

JUL 31 1978

H. R. STEVENS, JR.
CLERK COUNTY CLERK, JACKSON CO., TEXAS
BY *[Signature]*

NOTE:
THE EXTENSIONS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTENSIONS OF ALL
JOINING EASEMENTS OR WITH ADJOIN-
ING PROPERTY LINES.

REVISIONS	NO. 1	NO. 2	EASEMENT UNOBSTRUCTED COUNTY, BRAZORIA DATE: 6/87, 19 78 SCALE: 1" = 20'	HOUSTON LIGHTING & POWER CO. HOUSTON, TEXAS ENGINEERING DEPARTMENT SKETCH NO. 78-0573		
JOB NO.						
REVISED BY						
DATE						
CHECKED BY						
DATE			MAP NO. 5624D	JOB NO. H.A. 14099	DRAWN BY R.G.	CHECKED BY E.J.T.

5752

LEASE AGREEMENT

This lease agreement is made and entered into on the dates acknowledged by the parties executing this agreement, and is to be effective as of the commencement date of the term of the lease. Lessor is Anthony Zanakos, a resident of Harris County, Texas. Lessee is Chromalloy American Corporation, Gulfco Division, a business corporation.

I. DEMISE OF LEASE PREMISES

1.1 Lessor for and in consideration of the rents, covenants and promises herein contained to be performed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, the following described property situated in Brazoria County, Texas:

Tract No. 23, of Brazos Coast Investment Company Subdivision No. 8, P. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the plat records of Brazoria County, Texas, to which reference here is made for all appropriate purposes.

1.2 This lease is of the surface only of the described premises and Lessee takes the premises subject to all easements or restrictions of record or visible, and subject to all valid zoning laws.

II. LEASE TERM

2.1 This lease shall be for a term of one hundred and eighty months, referred to as the lease term, commencing on November 20, 1976 and ending on November 19, 1991; subject, however, to earlier termination as hereinafter provided.

2.2 If Lessee shall hold over after the expiration of the lease term, or any extension, such tenancy shall be from month to month on all the terms, covenants and conditions of this lease.

III. RENT

3.1 Lessee agrees to pay to Lessor as rental for the use and occupancy of the lease premises under this lease a rental, calculated below, payable in monthly installments

in advance on the twentieth day of each month, the first month's rental payment due on November 20, 1976. When the twentieth day of the month falls on a Sunday or a national holiday, the rental shall be payable on the next day thereafter which is neither a Sunday nor a national holiday.

3.2 The base rent shall be \$400.00 per month for the first twelve months. For the second and each succeeding twelve month period of the lease, the base rent shall be the previous year's total rent calculated in accordance with the formula set out in 3.3 below.

3.3 In addition to the base rent, for the second twelve month period and each twelve month period thereafter, there shall be a rent increment based upon 60% of the increase or decrease in the U. S. Government wholesale price index. The increase or decrease shall be the percentage by which the average index for August, September and October of the preceding twelve month period differs from the index for November, 1976, multiplied by the base rent for each month of the twelve month period in question. Provided, however, in no event shall the total rent ever be less than the initial year's base rent of \$400.00 per month.

Examples:

(a) For lease year 11/20/77 - 11/19/78 (index 11/76 was 150):

<u>month</u>	<u>index</u>	<u>increase</u>	<u>percentage</u>
8/77	166.5	16.5	11%
9/77	165	15	10%
10/77	163.5	13.5	9%
			3) <u>30%</u>

Average increase 10%

.10 x .6 = .06 (60% of average increase)

1.06 x base 400 = \$424.00

(b) For lease year 11/20/78 - 11/19/79 (index 11/76 was 150):

<u>month</u>	<u>index</u>	<u>increase</u>	<u>percentage</u>
8/78	171	21	14%
9/78	172.5	22.5	15%
10/78	174	24	16%
			3) <u>45%</u>
Average increase			15%

$$.15 \times .6 = .09$$

$$1.09 \times \text{base } 424 = \$462.16$$

(c) For lease year 11/20/79 - 11/19/80 (index 11/76 was 150):

<u>month</u>	<u>index</u>	<u>decrease</u>	<u>percentage</u>
8/79	135	15	10%
9/79	136.5	13.5	9%
10/79	133.5	16.5	11%
			3) <u>30%</u>
Average decrease			10%

$$.10 \times .6 = .06$$

$$1.00 - .06 = .94 \times \text{base } 462.16 = \$434.43$$

3.4 Rental installments shall be paid to Lessor at the notice address set out hereafter.

3.5 Time is of the essence in rental payments. Acceptance of one or more late rental payments by Lessor shall not waive the requirement for timely payment of future rental payments. Checks are acceptable payment, but should payment of a check be refused by Lessee's bank for any reason, such check shall not be considered payment for any purpose.

IV. BONUS PAYMENT

In addition to the rental, Lessee shall make a single payment to Lessor, on or before January 1st, 1977, of the sum of \$5,000.00 as additional inducement to Lessor for entering into this lease and in compensation for certain expenses and forbearance of Lessor prior to the beginning date of the lease.

V. TAXES

5.1 In addition to the rental, Lessee shall pay and discharge all ad valorem taxes and general and special assessments which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements in other property thereon, whether belonging to Lessor or to Lessee, or to which either of them may become liable. Lessee shall pay all such ad valorem taxes and assessments to the public officer charged with the collection thereof not less than fifteen days before the same shall become delinquent, unless he agrees to indemnify and save harmless Lessor from all such ad valorem taxes, assessments, and penalties for delinquency. Lessee shall have the right at its sole cost and expense to contest any such ad valorem taxes and assessments.

5.2 Subject to the right of the Lessee to contest ad valorem taxes and assessments as above provided, Lessor may at any time that the payment of any such items which Lessee is obligated to pay remains unpaid give written notice to Lessee of its default. If Lessee continues to fail to pay such items or to contest the same in good faith, then at any time after 30 days from such written notice, Lessor may pay the items specified in the notice and Lessee covenants on demand to reimburse and pay Lessor any amount so paid or expended in the payment of the items specified in the notice, with interest thereon at the rate of 10% per annum from the date of such payment by Lessor until repaid by Lessee. If Lessor pays any such item which has not been paid by Lessee within the time required without giving the 30 days notice above provided for, Lessee shall nevertheless reimburse Lessor for such item, but without interest.

VI. UTILITIES

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the lease premises throughout the term of this lease, including any connection fees.

VII. USE OF PREMISES

Lessee shall have the right to use the leased premises for any lawful purposes.

VIII. CONSTRUCTION BY LESSEE

8.1 Lessee shall have the right at any time and from time to time during the term of this lease to erect, maintain, alter, remodel, reconstruct, rebuild, replace and remove buildings and other improvements on the leased premises, to alter the contour of the leased premises provided such alteration does not increase the possibility of flooding or erosion, and to dredge slips and canals provided such slips and canals are at all times maintained as private waterways and do not substantially reduce the area of the leased premises.

8.2 The cost of any such construction, reconstruction, demolition, change or improvements shall be borne and paid for by Lessee.

8.3 Lessee agrees to have all mechanic's and materialmen's liens removed within a reasonable time and before execution and levy if any are filed.

8.4 Lessee shall have the right at any time during Lessee's occupancy of the leased premises, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures, and all equipment owned or placed by Lessee, its sublessees or licensees, on, under or in the leased premises. Lessee shall have the obligation to remove such buildings, improvements, fixtures and equipment owned or placed by Lessees, its sublessees or licensees,

within a reasonable time after termination of the lease upon written demand by Lessor. Any buildings, improvements, fixtures or equipment which are not removed shall become the property of Lessor.

IX. CONDEMNATION

9.1 In the event the leased premises or any part thereof shall be taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for such transfer and the effect of the taking or transfer on this lease shall be as provided by this article.

9.2 In the event the entire leased premises is taken or so transferred, this lease and all of the right, title and interest thereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority. The proceeds of such condemnation attributable to the land shall be divided during the first year of this lease, 85% to Lessor and 15% to Lessee; and for condemnations occurring during subsequent years of the lease, the amount received by Lessee shall be 1% less for each year that the lease has been in force. The proceeds attributable to improvements shall be awarded 100% to Lessee.

9.3 In the event of the taking or transfer of only a part of the leased premises leaving the remainder of the premises in such location and in such form, shape or reduced size as to be not effectively and practicably usable in the opinion of Lessee for the purpose of operation thereon of Lessee's business, this lease and all right, title and interest thereunder shall cease on the date title to the land or the portion thereof so taken or transferred vests in the condemning authority. The proceeds of such condemnation

shall be divided in the same manner as when the entire leased premises is condemned.

9.4 In the event of such taking or transfer of only a part of the leased premises, leaving the remainder of the premises in such location and in such form, shape or size as to be used effectively and practicably in the opinion of Lessee for the purpose of operation thereon of Lessee's business, this lease shall terminate and end as to the portion of the premises so taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased premises not so taken or transferred. From and after such date, the rental required to be paid by Lessee to Lessor shall be reduced during the unexpired portion of this lease to that proportion of the monthly rental heretofore set out which the value of the part of the leased premises not so taken bears to the value of the total of the leased premises (both such values excluding the value of improvements), such values to be determined as of the date of the actual commencement of the physical taking of said premises when Lessee is disturbed in its possession as a result thereof but immediately before any actual taking. Such values shall be determined by arbitration.

9.5 A voluntary conveyance by Lessor to a public utility, agency or authority under threat of a taking under the power of eminent domain a lieu of formal proceedings shall be deemed a taking within the meaning of this article.

X. INDEMNITY

Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use or maintenance of the leased premises or any part thereof, or caused by any defect in any building,

structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Lessee or any of Lessee's agents, employees, licensees or invitees, or by or from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of Lessee to maintain the premises in safe condition, or arising from any other cause whatsoever. Lessee hereby waives on its behalf and on behalf of any of Lessee's insurers or other subrogees all claims and demands against Lessor for any such loss, damage or injury of Lessee. Lessee hereby agrees to indemnify and hold Lessor entirely free and harmless from all liability for any such loss, damage or injury of other persons or other property, and from all costs and expenses arising therefrom.

Lessor hereby agrees to indemnify and hold Lessee entirely free and harmless from all liability for any loss, damage or injury of other persons or property and from all costs and expenses arising therefrom if loss or damage results from negligence of Lessor, his agents, employees or representatives.

XI. ASSIGNMENT AND SUBLEASE

Lessee may sell or assign its leasehold estate in its entirety or any portion of the unexpired term thereof, or may sublet the leased premises or any portion of the same from time to time, and the rights of Lessee, or any successor or assignee of Lessee, may pass by operation of law. Each such transfer, assignment or sale shall be subject, however, to the obligations to Lessor as set forth in this instrument and shall not release Lessee of its obligations hereunder.

XII. DEFAULT AND REMEDIES

12.1 Should Lessee default in the performance of any covenant or agreement in this lease, and such default is

not corrected within 30 days after receipt of written notice from Lessor to Lessee, Lessor may declare this lease, and all rights and interests created by it, to be terminated. Upon Lessor's election to terminate, this lease shall cease and come to an end as if that were the day originally affixed herein for the expiration of the term hereof. Lessor, his agent or attorney, may resume possession of the premises and relet the same for the remainder of the term for the best rent Lessor, his agent or attorney, may obtain for the account of Lessee, who shall make good any deficiency.

12.2 Any termination of this lease as herein provided shall not relieve Lessee from the payment of any sum or sums that shall then be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Lessor of a breach of any of the covenants, conditions or restrictions of this lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained herein.

12.3 Notwithstanding the exercise by Lessor of any remedy, the same shall not affect the existence of subleases covering any portion of the leased premises entered into with Lessee, in accordance with the terms of this lease.

XIII. MISCELLANEOUS

13.1 All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or upon the date of receipt.

To Lessor: 1234 Choate Road, Houston, Texas 77034, or at such other address as Lessor shall request in writing.

To Lessee: Drawer O, Freeport, Texas 77541, or at such other address as Lessee shall request in writing.

13.2 This agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.

13.3 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

13.4 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.5 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13.6 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed and acknowledged by the parties hereto.

13.7 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

13.8 Lessor agrees to release Lessee from any liability for erosion to the leased premises not caused by Lessee's use of the premises.

XIV. OPTION TO PURCHASE

At any time during the term hereof, Lessee shall have the right and option to purchase the fee simple title to the leased premises, free and clear of all liens and encumbrances, at a cash price to be agreed upon by the parties. In the event Lessee elects to purchase the leased premises it shall give the Lessor thirty (30) days advance notice thereof, and not later than thirty (30) days thereafter the parties shall close the transaction through the Brazosport Abstract Company or any such other title company as Lessee shall select. At the closing Lessor shall deliver to Lessee, upon receipt of such cash consideration, a general warranty deed to the leased premises, free and clear of all liens and encumbrances and a policy of title insurance, issued by a company of Lessee's choosing, in the full amount of the purchase price guaranteeing title in Lessee, subject only to such easements, right-of-way, and mineral exceptions as are in effect on the date hereof. If such title insurance company refuses to issue such policy because of title defects, then Lessor shall have a period of forty-five (45) days thereafter to cure said defects. In the event such defects are not cured within such time, then Lessee shall have the right to waive such defects and accept the premises without such policy of title insurance or to rescind such option to purchase. If Lessee purchases the leased premises

then this lease shall terminate on the date of such purchase and both parties hereto shall be released of any and all obligations hereunder except those accruing prior to such expiration date. If said purchase option is rescinded as hereinabove provided, or if the parties are unable to agree upon a price, and the Lessee does not purchase said leased premises from Lessor, then this lease shall remain in full force and effect.

LESSOR

Anthony Zanakos
Anthony Zanakos

LESSEE

CHROMALLOY AMERICAN CORPORATION,
GULFCO DIVISION

By B. L. Tanner
B. L. Tanner, President

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Zanakos, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th
day of January, 1977.

Betty J. Murrell
Notary Public in and for Brazoria
County, Texas

BETTY J. MURRELL
Notary Public
Brazoria County, Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, a Notary Public of Brazoria County, Texas, on this day personally appeared

B. L. Tanner of Chromalloy American Corporation, Gulfco Division, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Chromalloy American Corporation, Gulfco Division, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th

day of January, 1977.



Betty J. Murrell
Notary Public in and for Brazoria
County, Texas

BETTY J. MURRELL
Notary Public
Brazoria County, Texas

FILED FOR RECORD
AT 10:12 O'CLOCK A M

FEB 27 1980

H.R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEX.
BY H.R. Stevens DEPUTY

RELEASE OF LIEN

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA I

That in consideration of the payment in full of that certain Promissory Note in the original principal sum of \$4,100.00 dated the 14th day of April, 1971, made by Anthony Zanakos and wife, Beverly Joyce Zanakos, and payable to the order of First State Bank of Bellaire, Texas, said Note being more particularly described in that certain Deed of Trust dated April 14, 1971, to Clarence Meyer, Trustee, of record in Volume 374, Page 810, of the Deed of Trust Records of Brazoria County, Texas, all involving the following described property situated in Brazoria County, Texas:

Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, at pages 143-144 of the Plat Records of Brazoria County, Texas;

the undersigned, being the owner and holder of said above Note, hereby RELEASES and DISCHARGES the hereinabove described property from any and all liens created by virtue of said Note, and hereby declares said Note, and the lien securing the same, as shown by said Deed of Trust, fully released and discharged.

WITNESS THE EXECUTION HEREOF, this the 13th day
of March, 1980.

FIRST STATE BANK OF BELLAIRE, TEXAS

Senior President

DEED OF TRUST
VOL 671 PAGE 474

THE STATE OF TEXAS I
COUNTY OF Harris I

BEFORE ME, the undersigned authority, on this day
personally appeared V. E. Hernandez,
Senior Vice President of FIRST STATE BANK OF BELLAIRE, TEXAS,
known to me to be the person and officer whose name is subscribed
to the foregoing instrument, and acknowledged to me that he exe-
cuted the same for the purposes and consideration therein expressed,
in the capacity therein stated and as the act and deed of said
Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day
of March, 1980.



Betty A. Asaf
Notary Public in and for
Harris County, Texas
My Commission Expires: July 22, 1981
BETTY A. ASAF

FILED FOR RECORD
AT 8:20 O'CLOCK 2 PM

MAR 17 1980

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY H. R. Stevens, Jr. DEPUTY

11069

OPTION TERMINATION AND RELEASE

THIS AGREEMENT, entered into by and between CHROMALLOY AMERICAN CORPORATION, a Delaware corporation having its general offices at 120 South Central Avenue, Clayton, Missouri 63105 (hereinafter called "CHROMALLOY"); GULFCO, INC., a Texas corporation having its general offices at Freeport, Texas (hereinafter called "GULFCO"); B. L. TANNER, of Brazoria County, Texas, the sole stockholder of GULFCO (hereinafter called "TANNER"); and FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation having its general offices at Houston, Texas (hereinafter called "FISH"),

W I T N E S S E T H :

WHEREAS, on or about the 30th day of March, 1979, CHROMALLOY did grant unto GULFCO an option to purchase, on a first refusal basis, a copy of such option being attached hereto and identified as Exhibit "A", the following described tract or tracts of land:

Tracts 23, 24, 25, 26, 27 and 55, in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Calvit League, Abstract 51, Brazoria County, Texas; and

WHEREAS, on or about the 12th day of November, 1979, GULFCO did sell and convey unto FISH all or substantially all of the assets of GULFCO, including:

All right, title and interest of Gulfco, Inc. (to the extent such interest is assignable) in and to a certain first right of refusal granted by Chromalloy American Corporation by letter dated March 30, 1979, and covering Tracts 23, 24, 25, 26, 27 and 55 in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Calvit League, Abstract 51, Brazoria County, Texas; and

WHEREAS, at no time since the 30th day of March, 1979, the date upon which CHROMALLOY granted such option or right of first refusal to GULFCO, has the occasion arisen which would obligate CHROMALLOY to offer all or any part of the aforesaid properties either to GULFCO or to FISH pursuant to the terms of said option agreement; and

WHEREAS, by separate instruments of even date herewith CHROMALLOY is selling and conveying certain of the above properties to FISH pursuant to an agreement arrived at with FISH separately and apart, and being in no way connected with said option dated the 30th day of March, 1979, and that as a result of such contract and sale the parties now desire to terminate said option and to release each other of and from any and all obligations pursuant thereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements herein contained, the parties hereby agree as follows:

Section 1

1.1 Effective on the date hereof, the aforesaid first refusal option to purchase which CHROMALLOY granted to GULFCO, INC. on the 30th day of March, 1979, is terminated and of no further force and effect.

1.2 FISH, GULFCO and TANNER, jointly and severally, hereby release CHROMALLOY of and from any and all obligations of whatsoever nature which they or any of them may have and which may be based upon or arising out of the aforesaid first refusal option. CHROMALLOY hereby is discharged from all of its obligations under said first refusal option.

1.3 CHROMALLOY hereby releases FISH, GULFCO and TANNER, jointly and severally, of and from any and all obligations which they, or any of them, may have to CHROMALLOY and which may be based upon or arising out of the aforesaid first refusal option. FISH, GULFCO and TANNER hereby are discharged from all of their obligations, if any, under said first refusal option.

Section 2

This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs, legal representatives and assigns.

WITNESS the execution hereof this the 11th day
of April, 1980.

CHROMALLOY AMERICAN CORPORATION

By

James A. Silkwood
James A. Silkwood, Its
Agent and Attorney-In-Fact

FISH ENGINEERING & CONSTRUCTION, INC.

By

H. B. Tanner

GULFCO, INC.

By

B. L. Tanner
President

B. L. Tanner
B. L. TANNER Individually

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day
personally appeared JAMES A. SILKWOOD,
Agent and Attorney-In-Fact of
CHROMALLOY AMERICAN CORPORATION, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed, in the capacity therein stated and as the act
and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day
of April, 1980.

Madalynne Reichenbach
Notary Public in and for
County, Texas
My Commission Expires: 2-28-81

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS



THE STATE OF TEXAS I
COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared G. Byron Smith, ~~VICE PRESIDENT~~ of FISH ENGINEERING & CONSTRUCTION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of April, 1980.



Madalyne Reichenbach

Notary Public in and for
County, Texas

My Commission Expires: 2-28-82

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared B. L. TANNER, President of GULFCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of April, 1980.



Mary Schubert
Mary Schubert
Notary Public in and for
Harris County, Texas
My Commission Expires: 3-31-81

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared B. L. TANNER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of April, 1980.



Mary Schubert
Mary Schubert
Notary Public in and for
Harris County, Texas
My Commission Expires: 3-31-81

DEED
1979-517
EXHIBIT "A"

STATE OF TEXAS }
COUNTY OF BRAZORIA }

WITNESSETH BY THESE PRESENTS:

That Chromalloy American Corporation, a Delaware corporation with offices in St. Louis, Missouri (Chromalloy), for TEN DOLLARS (\$10.00) cash and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, hereby grants unto Gulfco, Inc., a Texas corporation with offices in Surfside, Brazoria County, Texas (Gulfco), the following rights and options:

1. If at any time during the period of twenty (20) years from the date hereof, Chromalloy receives an offer which is acceptable to it to sell, convey, or otherwise dispose of, all or any part of the property described in Exhibit A attached hereto and made a part hereof, Chromalloy will forthwith submit the full details of said offer to Gulfco and Gulfco shall have a period of sixty (60) days from the date of receipt thereof to elect whether it will purchase said properties for the same amount and under the same terms and conditions of said offer.

2. The option hereinabove granted to Gulfco shall not be applicable to any sale, conveyance, or other disposition of all or any part of said property by Chromalloy to a subsidiary, parent, or associate company of Chromalloy in which such associate company Chromalloy owns not less than a fifty percent (50%) interest.

EXECUTED this the 30th day of March, 1979.

RECORDED AS PER ORIGINAL

CHROMALLOY AMERICAN CORPORATION

By William C. Taylor

*Witnessed by Sally & Jerry
and by Betty Skinner*

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day
personally appeared ~~WILLIAM C. T. [unclear]~~ *Financial Vice President*
Chromalloy American Corporation of Chromalloy American Corpora-
tion, a corporation, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same for the purposes and consider-
ation therein expressed, in the capacity therein stated and
as the act and deed of said corporation.

Given under my hand and seal of office on this *30th*
day of *March*, 1979.

Betty J. Murrell

(RECORDED AS PER ORIGINAL)

Notary Public in and for
Brazoria County, Texas
My commission expires: *December 31, 1980*

BETTYE J. MURRELL
Notary Public
Brazoria County, Texas

FILED FOR RECORD
AT *8:00* O'CLOCK *A* M.

APR 17 1980

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTY

11070

CONFIRMATION OF COMPLIANCE

The undersigned, ANTHONY ZANAKOS, Lessor in the Lease Agreement by and between him, as Lessor, and CHROMALLOY AMERICAN CORPORATION, as Lessee, dated the 7th day of January, 1977, of record in Volume 1499, Page 730, et seq. of the Deed Records of Brazoria County, Texas, hereby confirms that CHROMALLOY AMERICAN CORPORATION has paid all rental payments due under said Lease up to and including the 20th day of March, 1980, has made all payments to third parties required to be made by the Lessee under the Lease to and including such date, and has complied fully with all other terms, conditions and obligations of Lessee thereunder and is not in default in any manner under the Lease.

WITNESS MY HAND this the 8th day of April, 1980.

Anthony Zanakos
Anthony Zanakos

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY ZANAKOS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of April, 1980.

Elise F. Pinson

Notary Public in and for
Harris County, Texas
My commission expires: 9/24/81



ELISE F. PINSON
Notary Public in Harris County, Texas
My Commission Expires: September 24, 1981
Bonded by L. Alexander Lovett, Lawyers Surety, Corp.

FILED FOR RECORD

AT 8:00 O'CLOCK AM

5

APR 17 1980

H. R. STEVENS, JR.

CLERK COUNTY COMPT. BRAZORIA CO., TEXAS
BY [Signature] DEPUTY

11073

ASSIGNMENT OF LEASE

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 7th day of January, 1977, of record in Volume 1449, Page 730, et seq. of the Deed Records of Brazoria County, Texas, ANTHONY ZANAKOS, a resident of Harris County, Texas, as Lessor, and CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, Clayton, Missouri 63105, as Lessee, did enter into a certain Lease Agreement (herein called "the Lease", a copy of which is attached hereto identified as Exhibit "A", and made a part hereof) pursuant to which Lessor did lease and demise to Lessee the following described tract or tracts of land:

THE SURFACE ONLY OF Tract No. 23, of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the Plat Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes; and

WHEREAS, pursuant to the rights granted to it in said Lease, the Lessee therein did construct on said leased tract or tracts of land certain valuable improvements; and

WHEREAS, it is now the desire of CHROMALLOY AMERICAN CORPORATION, the Lessee in the Lease (hereinafter called "ASSIGNOR"), to sell, transfer and assign unto FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation with its principal office in Houston, Texas, the mailing address of which is Post Office Box 22535, Houston, Texas 77027 (hereinafter called "ASSIGNEE"), all of ASSIGNOR'S right, title and interest in the Lease and all improvements thereon and it is the desire of ASSIGNEE to accept and pay for said assignment;

NOW, THEREFORE, for the consideration hereinafter set out, the ASSIGNOR hereby grants, sells, transfers and assigns to ASSIGNEE all of ASSIGNOR'S leasehold estate and interest in the Lease, together with all improvements situated on the aforesaid tract or tracts of land, (hereinafter called the "Leased Premises"), together with all leasehold and other rights, titles or interest ASSIGNOR has in and to the Leased Premises by virtue of said Lease and all rights, titles and interests of ASSIGNOR purported to be created thereby.

The ASSIGNOR hereunder warrants that:

(a) It is the owner of the Lease herein assigned and all of the leasehold rights which the Lease purports to create, with full right to sell, transfer and assign the same and that said leasehold estate of ASSIGNOR is now unencumbered (except as set out in Exhibit B-1 attached hereto and made a part hereof), valid and in full force and effect in accordance with its terms.

(b) It has paid to the Lessor under the Lease all lease rental due and payable to the Lessor to and including the 20th day of March, 1980, and that it has paid to all third parties to whom ASSIGNOR as Lessee under the lease may have been obligated to pay to and including such date, and that it has discharged fully any and all other obligations, either to Lessor under the Lease or to third parties, which were due to be discharged on or before the 20th day of March, 1980.

The ASSIGNEE hereunder warrants that:

(a) It will perform all of the obligations of Lessee under the Lease after the date of this assignment as and when required of it, that it will make prompt payment of all rentals due under the Lease after the date of this assignment as and when they become due and before they become delinquent; that it will

make all payments to third parties required to be made by the Lessee under the Lease after the date of this assignment as and when they become due and before they become delinquent, and that it will commit no act of default thereunder.

(b) It will indemnify and hold harmless ASSIGNOR of and from any and all claims, demands, losses, damages, payments, liabilities, expenses and costs arising out of any failure of ASSIGNEE to perform any of the obligations of the Lessee under the Lease which shall have occurred after the date of this assignment.

(c) It will not place any lien, or permit anyone else to place a lien, or otherwise encumber the Leased Premises without the prior written consent of ASSIGNOR unless prior thereto the Lessor under the Lease shall release the ASSIGNOR of and from any and all further obligations under the Lease.

The consideration for this assignment is the sum of TEN (\$10.00) DOLLARS cash and other valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt and sufficiency of which ASSIGNOR hereby acknowledges.

ASSIGNEE shall not assign or sublease, in whole or in part, the interest in and to the Leased Premises assigned hereunder without the prior written consent of Assignor.

ASSIGNEE represents to ASSIGNOR that ASSIGNEE has inspected the Leased Premises and accepts them in the condition they are in on the date of this assignment.

WITNESS the execution hereof, this the *11th* day
of April , 1980.

ASSIGNOR:

CHROMALLOY AMERICAN CORPORATION

By

James A. Silkwood
James A. Silkwood, Its
Agent and Attorney-In-Fact

ASSIGNEE:

FISH ENGINEERING & CONSTRUCTION, INC.

By

G. Byron Smith
Vice-Pres.
G. BYRON SMITH

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day
personally appeared JAMES A. SILKWOOD, Its
Agent and Attorney-In-Fact

known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed,
in the capacity therein stated and as the act and deed of said
corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
day of 11th April, 1980.



Madalynne Reichenbach

Notary Public in and for
Brazoria County, Texas

My commission expires: 2-28-81

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS I
COUNTY OF I

BEFORE ME, the undersigned authority, on this day
personally appeared G. BYRON SMITH, VICE PRESIDENT
of FISH ENGINEERING & CONSTRUCTION, INC., known to me to be
the person whose name is subscribed to the foregoing instrument
and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein
stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
day of April, 1980.



Madalynne Reichenbach

Notary Public in and for
County, Texas

My commission expires: 2-28-81

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

LEASE AGREEMENT

This lease agreement is made and entered into on the dates acknowledged by the parties executing this agreement, and is to be effective as of the commencement date of the term of the lease. Lessor is Anthony Zanakos, a resident of Harris County, Texas. Lessee is Chromalloy American Corporation, Gulfco Division, a business corporation.

I. DEMISE OF LEASE PREMISES

1.1 Lessor for and in consideration of the rents, covenants and promises herein contained to be performed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, the following described property situated in Brazoria County, Texas:

Tract No. 23, of Brazos Coast Investment Company Subdivision No. 8, P. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the plat records of Brazoria County, Texas, to which reference here is made for all appropriate purposes.

1.2 This lease is of the surface only of the described premises and Lessee takes the premises subject to all easements or restrictions of record or visible, and subject to all valid zoning laws.

II. LEASE TERM

2.1 This lease shall be for a term of one hundred and eighty months, referred to as the lease term, commencing on November 20, 1976 and ending on November 19, 1991; subject, however, to earlier termination as hereinafter provided.

2.2 If Lessee shall hold over after the expiration of the lease term, or any extension, such tenancy shall be from month to month on all the terms, covenants and conditions of this lease.

III. RENT

3.1 Lessee agrees to pay to Lessor as rental for the use and occupancy of the lease premises under this lease the sum of \$1,000.00 per month, calculated below, payable in monthly installments

in advance on the twentieth day of each month, the first month's rental payment due on November 20, 1976. When the twentieth day of the month falls on a Sunday or a national holiday, the rental shall be payable on the next day thereafter which is neither a Sunday nor a national holiday.

3.2 The base rent shall be \$400.00 per month for the first twelve months. For the second and each succeeding twelve month period of the lease, the base rent shall be the previous year's total rent calculated in accordance with the formula set out in 3.3 below.

3.3 In addition to the base rent, for the second twelve month period and each twelve month period thereafter, there shall be a rent increment based upon 60% of the increase or decrease in the U. S. Government wholesale price index. The increase or decrease shall be the percentage by which the average index for August, September and October of the preceding twelve month period differs from the index for November, 1976, multiplied by the base rent for each month of the twelve month period in question. Provided, however, in no event shall the total rent ever be less than the initial year's base rent of \$400.00 per month.

Examples:

(a) For lease year 11/20/77 - 11/19/78 (index 11/76 was 150):

<u>month</u>	<u>index</u>	<u>increase</u>	<u>percentage</u>
8/77	166.1	16.5	11%
9/77	165	15	10%
10/77	163.5	13.5	9%
			3) 30%

Average increase 10%

$.10 \times .6 = .06$ (60% of average increase)

$1.06 \times \text{base } 400 = \424.00

11-20-76 - 11-19-78

11-20-77 - 11-19-78

11-20-78 - 11-19-79

(b) For lease year 11/20/78 - 11/19/79 (index 11/76 was 150):

<u>month</u>	<u>index</u>	<u>increase</u>	<u>percentage</u>
8/78	171	21	14%
9/78	172.5	22.5	15%
10/78	174	24	16%
			3) <u>45%</u>
Average increase			15%

$$.15 \times .6 = .09$$

$$1.09 \times \text{base } 424 = \$462.16$$

(c) For lease year 11/20/79 - 11/19/80 (index 11/76 was 150):

<u>month</u>	<u>index</u>	<u>decrease</u>	<u>percentage</u>
8/79	135	15	10%
9/79	136.5	13.5	9%
10/79	133.5	16.5	11%
			3) <u>30%</u>
Average decrease			10%

$$.10 \times .6 = .06$$

$$1.00 - .06 = .94 \times \text{base } 462.16 = \$434.43$$

3.4 Rental installments shall be paid to Lessor at the notice address set out hereafter.

3.5 Time is of the essence in rental payments. Acceptance of one or more late rental payments by Lessor shall not waive the requirement for timely payment of future rental payments. Checks are acceptable payment, but should payment of a check be refused by Lessee's bank for any reason, such check shall not be considered payment for any purpose.

IV. BONUS PAYMENT

In addition to the rental, Lessee shall make a single payment to Lessor, on or before January 1st, 1977, of the sum of \$5,000.00 as additional inducement to Lessor for entering into this lease and in compensation for certain expenses and forbearance of Lessor prior to the beginning of the lease.

DEED
1507 638

V. TAXES

5.1 In addition to the rental, Lessee shall pay and discharge all ad valorem taxes and general and special assessments which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements in other property thereon, whether belonging to Lessor or to Lessee, or to which either of them may become liable. Lessee shall pay all such ad valorem taxes and assessments to the public officer charged with the collection thereof not less than fifteen days before the same shall become delinquent, unless he agrees to indemnify and save harmless Lessor from all such ad valorem taxes, assessments, and penalties for delinquency. Lessee shall have the right at its sole cost and expense to contest any such ad valorem taxes and assessments.

5.2 Subject to the right of the Lessee to contest ad valorem taxes and assessments as above provided, Lessor may at any time that the payment of any such items which Lessee is obligated to pay remains unpaid give written notice to Lessee of its default. If Lessee continues to fail to pay such items or to contest the same in good faith, then at any time after 30 days from such written notice, Lessor may pay the items specified in the notice and Lessee covenants on demand to reimburse and pay Lessor any amount paid or expended in the payment of the items specified in the notice, with interest thereon at the rate of 10% per annum from the date of such payment by Lessor until repaid by Lessee. If Lessor pays any such item which has not been paid by Lessee within the time required without giving the 30 days notice above provided for, Lessee shall nevertheless reimburse Lessor for such item, but without interest.

VI. UTILITIES

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the lease premises throughout the term of this lease, including any connection fees.

VII. USE OF PREMISES

Lessee shall have the right to use the leased premises for any lawful purposes.

VIII. CONSTRUCTION BY LESSEE

8.1 Lessee shall have the right at any time and from time to time during the term of this lease to erect, maintain, alter, remodel, reconstruct, rebuild, replace and remove buildings and other improvements on the leased premises, to alter the contour of the leased premises provided such alteration does not increase the possibility of flooding or erosion, and to dredge slips and canals provided such slips and canals are at all times maintained as private waterways and do not substantially reduce the area of the leased premises.

8.2 The cost of any such construction, reconstruction, demolition, change or improvements shall be borne and paid for by Lessee.

8.3 Lessee agrees to have all mechanic's and materialmen's liens removed within a reasonable time and before execution and levy if any are filed.

8.4 Lessee shall have the right at any time during Lessee's occupancy of the leased premises, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures, and all equipment owned or placed by Lessee, its sublessees or licensees, on, under or in the leased premises. Lessee shall have the obligation to remove such buildings, improvements, fixtures and equipment owned or placed by Lessees, its sublessees or licensees,

DEED
1307 and 941

within a reasonable time after termination of the lease upon written demand by Lessor. Any buildings, improvements, fixtures or equipment which are not removed shall become the property of Lessor.

IX. CONDEMNATION

9.1 In the event the leased premises or any part thereof shall be taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for such transfer and the effect of the taking or transfer on this lease shall be as provided by this article.

9.2 In the event the entire leased premises is taken or so transferred, this lease and all of the right, title and interest thereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority. The proceeds of such condemnation attributable to the land shall be divided during the first year of this lease, 85% to Lessor and 15% to Lessee; and for condemnations occurring during subsequent years of the lease, the amount received by Lessee shall be 1% less for each year that the lease has been in force. The proceeds attributable to improvements shall be awarded 100% to Lessee.

9.3 In the event of the taking or transfer of only a part of the leased premises leaving the remainder of the premises in such location and in such form, shape or reduced size as to be not effectively and practicably usable in the opinion of Lessee for the purpose of operation thereon of Lessee's business, this lease and all right, title and interest thereunder shall cease on the date title to the land or the portion thereof is taken or transferred vests in the condemning authority. The proceeds of such condemnation

shall be divided in the same manner as when the entire leased premises is condemned.

9.4 In the event of such taking or transfer of only a part of the leased premises, leaving the remainder of the premises in such location and in such form, shape or size as to be used effectively and practicably in the opinion of Lessor for the purpose of operation thereof of Lessee's business, this lease shall terminate and end as to the portion of the premises so taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased premises not so taken or transferred. From and after such date, the rental required to be paid by Lessee to Lessor shall be reduced during the unexpired portion of this lease to that proportion of the monthly rental heretofore set out which the value of the part of the leased premises not so taken bears to the value of the total of the leased premises (both such values excluding the value of improvements), such values to be determined as of the date of the actual commencement of the physical taking of said premises when Lessee is disturbed in its possession as a result thereof but immediately before any actual taking. Such values shall be determined by arbitration.

9.5 A voluntary conveyance by Lessor to a public utility, agency or authority under threat of a taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this article.

X. INDEMNITY

Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use or maintenance of the leased premises or any part thereof, or caused by any defect in any building,

structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Lessee or any of Lessee's agents, employees, licensees or invitees, or by or from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of Lessee to maintain the premises in safe condition, or arising from any other cause whatsoever. Lessee hereby waives on its behalf and on behalf of any of Lessee's insurers or other subrogees all claims and demands against Lessor for any such loss, damage or injury of Lessee. Lessee hereby agrees to indemnify and hold Lessor entirely free and harmless from all liability for any such loss, damage or injury of other persons or other property, and from all costs and expenses arising therefrom.

Lessor hereby agrees to indemnify and hold Lessee entirely free and harmless from all liability for any loss, damage or injury of other persons or property and from all costs and expenses arising therefrom if loss or damage results from negligence of Lessor, his agents, employees or representatives.

XI. ASSIGNMENT AND SUBLEASE

Lessee may sell or assign its leasehold estate in its entirety or any portion of the unexpired term thereof, or may sublet the leased premises or any portion of the same from time to time, and the rights of Lessee, or any successor or assignee of Lessee, may pass by operation of law. Each such transfer, assignment or sale shall be subject, however, to the obligations to Lessor as set forth in this instrument and shall not release Lessee of its obligations hereunder.

XII. DEFAULT AND REMEDIES

12.1 Should Lessee default in the performance of any covenant or agreement in this lease, and such default is

not corrected within 30 days after receipt of written notice from Lessor to Lessee, Lessor may declare this lease, and all rights and interests created by it, to be terminated. Upon Lessor's election to terminate, this lease shall cease and come to an end as if that were the day originally affixed herein for the expiration of the term hereof. Lessor, his agent or attorney, may resume possession of the premises and relet the same for the remainder of the term for the best rent Lessor, his agent or attorney, may obtain for the account of Lessee, who shall make good any deficiency.

12.2 Any termination of this lease as herein provided shall not relieve Lessee from the payment of any sum or sums that shall then be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Lessor of a breach of any of the covenants, conditions or restrictions of this lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained herein.

12.3 Notwithstanding the exercise by Lessor of any remedy, the same shall not affect the existence of subleases covering any portion of the leased premises entered into with Lessee, in accordance with the terms of this lease.

XIII. MISCELLANEOUS

13.1 All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or upon the date of receipt.

To Lessor: 1234 Choate Road, Houston, Texas 77034, or at such other address as Lessor shall request in writing.

To Lessee: Drawer O, Freeport, Texas 77541, or at such other address as Lessee shall request in writing.

13.2 This agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.

13.3 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

13.4 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.5 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13.6 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed and acknowledged by the parties hereto.

13.7 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

13.8 Lessor agrees to release Lessee from any liability for erosion to the leased premises not caused by Lessee's use of the premises.

XIV. OPTION TO PURCHASE

At any time during the term hereof, Lessee shall have the right and option to purchase the fee simple title to the leased premises, free and clear of all liens and encumbrances, at a cash price to be agreed upon by the parties. In the event Lessee elects to purchase the leased premises it shall give the Lessor thirty (30) days advance notice thereof, and not later than thirty (30) days thereafter the parties shall close the transaction through the Brazosport Abstract Company or any such other title company as Lessee shall select. At the closing Lessor shall deliver to Lessee, upon receipt of such cash consideration, a general warranty deed to the leased premises, free and clear of all liens and encumbrances and a policy of title insurance, issued by a company of Lessee's choosing, in the full amount of the purchase price guaranteeing title in Lessee, subject only to such easements, right-of-way, and mineral exceptions as are in effect on the date hereof. If such title insurance company refuses to issue such policy because of title defects, then Lessor shall have a period of forty-five (45) days thereafter to cure said defects. In the event such defects are not cured within such time, then Lessee shall have the right to waive such defects and accept the premises without such policy of title insurance or to rescind such option to purchase. If Lessee purchases the leased premises

then this lease shall terminate on the date of such purchase and both parties hereto shall be released of any and all obligations hereunder except those accruing prior to such expiration date. If said purchase option is rescinded as hereinabove provided, or if the parties are unable to agree upon a price, and the Lessee does not purchase said leased premises from Lessor, then this lease shall remain in full force and effect.

LESSOR

Anthony Zanakos
Anthony Zanakos

LESSEE

CHROMALLOY AMERICAN CORPORATION,
GULFCO DIVISION

By B. L. Tanner
B. L. Tanner, President

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Zanakos, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of January, 1977.

Betty J. Murrell
Notary Public in and for Brazoria
County, Texas

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BETTYE J. MURRELL
Notary Public
Brazoria County, Texas

BEFORE ME, the undersigned authority, a Notary Public of Brazoria County, Texas, on this day personally appeared

DEED
vol 1507 rec 648

B. L. Tanner of Chromalloy American Corporation, Gulfco Division, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Chromalloy American Corporation, Gulfco Division, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th
day of January, 1977.

Betty J. Murrell
Notary Public in and for Brazoria
County, Texas

BETTYE J. MURRELL
Notary Public
Brazoria County, Texas

EXHIBIT B-1

Schedule of liens, encumbrances, easements, rights-of-way, outstanding mineral interests or royalties, and restrictions affecting the leasehold estate and the tract or tracts of land covered by the Lease and all improvements located thereon.

(a) Lessor's title to the land (and Lessee's leasehold estate) extends only to the SURFACE ESTATE, all minerals under the leased tract previously having been reserved in Deed from Mrs. R. E. L. Stringfellow to L. S. Womack, dated 6/7/65 of record in Volume 912, Page 850 of the Deed Records of Brazoria County, Texas.

(b) Easement for construction of Intracoastal Waterway and disposal of spoil as contained in instrument undated but acknowledged by Grantor on 11/1/37 from C. L. Minkler to the United States of America of record in Volume 295, Page 524, Deed Records.

(c) Easement for highway or road purposes granted to Brazoria County by Nannie M. Stringfellow by instrument dated March 30, 1961, of record in Volume 798, Page 692, Deed Records.

(d) Easement and right-of-way for distribution lines, etc. granted to Houston Lighting and Power Company by instrument dated 6/1/78 by Anthony Zanakos, et ux of record in Volume 1410, Page 128, Deed Records.

(e) Easements as shown on plat of Brazos Coast Investment Company Subdivision No. 8 of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas.

(f) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.

FILED FOR RECORD
AT 8:00 O'CLOCK *AM*
APR 17 1980
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTY

14156

DEED
VOL 1638 PAGE 918

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT ANTHONY ZANAKOS and wife, BEVERLY JOYCE ZANAKOS, hereinafter called "GRANTOR", for and in consideration of the transfer to GRANTOR of a certain ten-acre tract located in Fort Bend County, Texas, have GRANTED, SOLD and CONVEYED, and by these presents hereby does GRANT, SELL and CONVEY unto FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, hereinafter called "GRANTEE", all those certain lots, tracts or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

Tract No. 23 of Brazos County Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

This conveyance is made and accepted subject to all of the matters set forth in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself and its successors to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this the 30th day of April, 1982.

Address of Grantees:

P. O. Box 22535
Houston, Texas 77027

Anthony Zanakos
Anthony Zanakos

Beverly Joyce Zanakos
Beverly Joyce Zanakos

D-110

GRANTOR

D E E D
VOL 1638 PAGE 919

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY ZANAKOS and wife, BEVERLY JOYCE ZANAKOS, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of April, 1982.



Madalynne Reichenbach
Notary Public, State of Texas

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

D E E D

VOL. 1638 PAGE 920

EXHIBIT "A"

(a) Lessor's title to the land (and Lessee's leasehold estate) extends only to the SURFACE ESTATE, all minerals under the leased tract previously having been reserved in Deed from Mrs. R. E. L. Stringfellow to L. S. Womack, dated 6/7/65 of record in Volume 912, Page 805 of the Deed Records of Brazoria County, Texas.

(b) Easement for construction of Intracoastal Waterway and disposal of spoil as contained in instrument undated but acknowledged by Grantor on 11/1/37 from C. L. Minkler to the United States of America of record in Volume 295, Page 524, Deed Records.

(c) Easement for highway or road purposes granted to Brazoria County by Nannie M. Stringfellow by instrument dated March 30, 1961, of record in Volume 798, Page 692, Deed Records.

(d) Easement and right-of-way for distribution lines, etc. granted to Houston Lighting and Power Company by instrument dated 6/1/78 by Anthony Zanakos, et ux of record in Volume 1410, Page 128, Deed Records.

(e) Easements as shown on plat of Brazos Coast Investment Company Subdivision No. 8 of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas.

(f) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.

FILED FOR RECORD

AT 8:05 O'CLOCK 2 P.M.

MAY 5 1982

H. R. STEVENS, JR.

CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY [Signature] DEPUTY

14456

LEASE CANCELLATION

WHEREAS, on the 7th day of January, 1977, of record in Volume 1449, Page 730, et seq. of the Deed Records of D-105 Brazoria County, Texas, ANTHONY ZANAKOS, as Lessor ("Zanakos"), and CHROMALLOY AMERICAN CORPORATION, a Delaware corporation, as Lessee, did enter into a certain Lease Agreement (the "Lease") covering the following described property:

The surface only of Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the Plat Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes; and

WHEREAS, the Lessee's interest in the Lease has been assigned to Fish Engineering & Construction, Inc. ("Fish") and Zanakos and Fish desires to cancel the Lease effective as of the date hereof;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, Fish and Zanakos do hereby cancel the Lease effective as of the date hereof.

EXECUTED this the 30th day of April, 1982.

FISH ENGINEERING & CONSTRUCTION, INC.

By Glen J. Gill

GLEN J. GILL

Anthony Zanakos
Anthony Zanakos

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Glen J. Gill, Vice President of Fish Engineering & Construction, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed,

DEED

VOL. 1639 PAGE 464

in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of April, 1982.

Madalynne Reichenbach
Notary Public, State of Texas

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY ZANAKOS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of April, 1982.

Madalynne Reichenbach
Notary Public, State of Texas

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

FILED FOR RECORD
AT 8:02 O'CLOCK A.M.
MAY 7 1982
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTY

Tract No.24, 24A

Commission expires Feb. 9, 1936.

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THE STATE OF WASHINGTON)

COUNTY OF KING)

BEFORE ME, the undersigned authority, on this day personally appeared C. S. Rice and wife, Esther Rice known to me to be the persons whose names are subscribed to the foregoing instrument, and they and each of them acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Esther Rice, wife of the said C. S. Rice after having been examined by me privily and apart from her said husband, and having said instrument fully explained to her by me, she, the said Esther Rice, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 14 day of February A. D., 1936.

(SEAL) Lawrence Harmon Notary Public in and for State of Washington, County of King.

Commission Expires Feb. 9, 1936.

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

SS.

Before me, the undersigned authority, on this day personally appeared Caroline Camp, and Mathew A. Camp, her husband, known to me to be the persons whose names are subscribed to the foregoing instrument, and they and each of them acknowledged to me that they and each of them executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of February, 1936.

(SEAL) C. H. Lavers Notary Public in and for said County and State.

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

SS

Before me, the undersigned authority, on this day personally appeared Caroline Camp, and Mathew A. Camp, her husband, known to me to be the persons whose names are subscribed to the foregoing instrument, and they and each of them acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Caroline Camp and Mathew A. Camp after having been examined by me privily and apart from her said husband, and having said instrument fully explained to her by me, she, the said Caroline Camp acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 17th day of February, 1936.

(SEAL) C. H. Lavers Notary Public in and for said county and state.

Filed for record at 8 o'clock A. M., May 4 1936, H. R. Stevens, Clerk County Court, Brazoria Co., Texas. By Bob Monarch Deputy.

- - - O O O - - -

FILE

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That, whereas, under a certain agreement entered into between T. T. Stratton, Frank K. Stevens, Harrison Oil Company, J. S. Abercrombie Company, various tracts of land in Brazoria County were purchased at Tax Sale during the years 1932 and 1933 and the deeds to such lands were taken in the name of T. T. Stratton and the real ownership of the land so purchased was, under said agreement, as follows,

Harrison Oil Company, an undivided 1/3

H. S. Abercrombie Company, an undivided 1/3

Frank E. Stevens, an undivided 2/3, and

T. T. Stratton, an undivided 1/3

AND WHEREAS, on February 7, 1935, by an instrument recorded in Vol. 239, pg. 277 the said T. T. Stratton executed a deed the purpose of which was to vest the record title to said lands in the parties last mentioned and in the proportions above set out but said instrument gave no description of the property so conveyed, and

WHEREAS, since the purchase of said tracts at tax sale there have been purchased at private sale by said T. T. Stratton a few other tracts from parties who had bought them at tax sales and which were purchased by said Stratton under the same agreement as the rest and

WHEREAS, various tracts purchased by the said Stratton at said tax sale have been since redeemed by the former owners and Quitclaim Deeds executed to such tracts by said Stratton and few tracts have been sold by said Stratton prior to the execution of said deed on February 7, 1935, said sales having been made by said Stratton for the joint account and with the full approval of said co-owners and since February 7, 1935, certain deeds have been made jointly by said Harrison Oil Company, J. S. Abercrombie Company, Frank E. Stevens and T. T. Stratton, and,

WHEREAS, the said T. T. Stratton several months ago sold 1/2 of his 1/3 interest in R. W. Milner, Jr., of Harris County, Texas, but the deed evidencing such sale was not filed for record and has been destroyed, and the said R. W. Milner, Jr., has agreed to join with the said T. T. Stratton in conveying to Harrison Oil Company and J. S. Abercrombie Company jointly and equally said 1/3 interest, thereby increasing their interest in said lands from an undivided 1/3 each to an undivided 2/3 each, and,

WHEREAS, it is the desire of the said T. T. Stratton and R. W. Milner, Jr. to so convey to said Harrison Oil Company and J. S. Abercrombie Company the said 1/3 interest, and it is also the desire of the said T. T. Stratton by this same instrument to convey to the said Harrison Oil Company, J. S. Abercrombie Company and Frank E. Stevens the interests attempted to be conveyed by the instrument above referred to which was recorded in Vol. 239, page 277, but which instrument did not sufficiently describe the property conveyed,

NOW, THEREFORE, I, the said T. T. Stratton in consideration of the premises and in order to set out the true ownership of the hereinafter described properties including an additional 1/3 which is being hereby conveyed to Harrison Oil Company and J. S. Abercrombie Company, and in consideration of the sum of \$10.00 and other good and valuable consideration to me in hand paid by said Harrison Oil Company and J. S. Abercrombie Company, have granted, bargained, sold, assigned and conveyed and by these presents do hereby grant, bargain, sell, assign and convey unto Harrison Oil Company, a Corporation of Harris County, Texas, an undivided 7/18 interest, and unto J. S. Abercrombie Company, a Corporation of Harris County, Texas, an undivided 7/18 interest, and unto Frank E. Stevens, of Brazoria County, Texas, an undivided 4/18 interest in and to the hereinafter described property in Brazoria County, Texas, and all right and interest of any kind which I may have in the same, which properties are described as follows, to-wit:

1. 45 acres of land, known as lot No. 17-A, out of Edmund Andrews Survey, Block No. 5, being the same land that was conveyed to T. T. Stratton by the Sheriff of Harris County, Texas, as the property of H. A. Simpson, by deed dated January 1, 1934, recorded in Vol. 239, page 445 of the deed records of said County.

2. 7.5 acres of land, known as Lot No. 31-A, in the northeast cor. of the Edmund Andrews Survey, Abstract No. 5, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of C. R. Hamilton, by deed dated August 27, 1932, recorded in Vol. 235, page 351 of the deed records of said County.

3. 40 acres of land, known as Lot 7 in Block "B" of the South Texas Fruit & Land Company's Subdivision of 500.8 acres of land in Angier, Hall and Bradley Leagues, Abstract No. 6, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of W. A. Thomas, by deed dated June 30, 1932, recorded in Vol. 235 page 93 of the deed records of said County; and being the same land deeded to T. T. Stratton by W. A. Thomas and wife by Quit-Claim deed dated Sept. 23, 1932, recorded in Vol. 236, page 109 of the deed records of said County, in which Quit-Claim deed W. A. Thomas and wife retained a 1/64th royalty interest in all minerals.

4. 5 acres of land, known as Tract 19 in Division 1 of the Brazos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abet. No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Geo. A. Fisher, by deed dated October 4, 1932, recorded in Vol. 237, page 83 of the deed records of said County.

5. 5 acres of land, known as Tract 25 in Division 1 of the Brazos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abet. No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of R. W. Monroe, by deed dated September 6, 1932, recorded in Vol. 237, page 109 of the Deed Records of said County.

6. 10 acres of land known as Tracts 27 and 171 in Division 1, of the Brazos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of J. P. and R. F. Ray, by deed dated January 3, 1933, recorded in Vol. 239, page 439 of the deed records of said County.

7. 5 acres of land, being Tract 31 in Division 1 of the Brazos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of R. K. Johnson, by deed dated September 6, 1932, recorded in Vol. 237 page 92 of the deed records of said County.

8. 5 acres of land known as Tract 39 in Division 1, of the Brazos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Mary E. Long, by deed dated September 6, 1932, recorded in Vol. 237, page 101, of the deed records of said County.

9. 5 acres of land known as Tract 64 in Division 1, of the Brazos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of H. Rush Smith, by deed dated January 3, 1933, recorded in Vol. 239, page 448 of the deed records of said County.

10. 5 acres of land known as Tract 167 in Division 1, of the Brazos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of W. B. Stiles, by deed dated January 3, 1933, recorded in Vol. 239, page 450 of the deed records of said County.

11. 5 acres of land known as Tract 224 in Division 1, of the Brazos Coast Investment

Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of John W. Walker, by deed dated December 6, 1932, recorded in Vol. 236, page 456, of the deed records of said County.

12. 5 acres of land known as Tract 3 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of S. A. Baker, by deed dated June 30, 1932, recorded in Vol. 235, page 71 of the deed records of said County.

13. 5 acres of land being known as Tract 14 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. L. Christie, by deed dated June 7, 1932, recorded in Vol. 235, page 51 of the deed records of said County.

14. 5 acres of land known as Tract 31 in Division 15, of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Joe. E. Lomon, by deed dated September 6, 1932, recorded in Vol. 237 page 108 of the deed records of said County.

15. 5 acres of land known as Tract 37 in Division 15, of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. C. Seckman by deed dated June 30, 1932, recorded in Vol. 235, page 79, of the deed records of said County.

16. 5 acres of land known as Tract 55 in Division 15, of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. H. Brinkman, by deed dated October 4, 1932, recorded in Vol. 237, page 64 of the deed records of said County.

17. 5 acres of land known as Tract 57 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. C. Van Wagner, Jr., by deed dated August 27, 1932, recorded in Vol. 235, page 567 of the deed records of said County.

18. 5 acres of land known as Tract 61 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. W. Thornton, by deed dated December 6, 1932, recorded in Vol. 236, page 456 of the deed records of said County.

19. 5 acres of land known as Tract 62 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Wm. H. Morefield, by deed dated June 30, 1932, recorded in Vol. 235, page 40 of the deed records of said County; and being the same land deeded to T. T. Stratton by Wm. H. Morefield by Quit-Claim deed dated July 19th, 1933, recorded in Vol. 242, page 424, of the deed records of said County, in which Quit-Claim deed Wm. H. Morefield retained a 1/64th royalty interest in all minerals.

20. 10 acres of land known as Tracts 87 and 126 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Jos. E. Johnson, by deed dated June 30th, 1932, recorded in Vol. 235, page 78 of the deed records of said County.

21. 1/2 Royalty interest in tract 49, division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of A. M. Groom, by deed dated June 30th, 1932, recorded in Vol. 235, page 55 of the deed records of said County; and being the same land deeded to T. T. Stratton by A. M. Groom by Quit-Claim deed dated September 19th, 1932, recorded in Vol. 236, page 108 of the deed records of said County. Also being the same land deeded to Lucille Williams by T. T. Stratton by deed dated November 26, 1934, by Warranty Deed, recorded in Vol. 256, page 13, in which T. T. Stratton retained a 1/2 mineral interest.

22. 5 acres of land known as Tract 72 in Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of A. M. Groom, by deed dated June 30th, 1932, recorded in Vol. 235, page 55 of the deed records of said County; and being the same land deeded to T. T. Stratton by A. M. Groom by Quit-Claim deed dated September 19th, 1932, recorded in Vol. 236 page 108 of the deed records of said County.

23. 5 acres of land known as Tract 84 in Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Margaret E. Dunlap, by deed dated June 30th, 1932, recorded in Vol. 235, page 64, of the deed records of said County.

24. 5 acres of land known as Tract 92 in Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Harry A. Fuhlman, by deed dated December 6, 1932, recorded in Vol. 236, page 428 of the deed records of said County.

25. 5 acres of land known as Tract 114 in Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. S. Solley, by deed dated June 30, 1932, recorded in Vol. 235, page 34 of the deed records of said County.

26. 5 acres of land known as Tract 117 Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Irvin W. Hancock, by deed dated June 30, 1932, recorded in Vol. 235, page 54 of the deed records of said County.

27. 5 acres of land known as Tract 119 Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Geo. E. McKinstry, by deed dated June 30, 1932 recorded in Vol. 235 page 45 of the deed records of said County.

28. 5 acres of land known as Tract 120 in Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same

land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Mrs. Florida Simmons by deed dated June 30, 1932 recorded in Vol. 235 page 73 of the deed records of said County, and being more particularly described in a certain decree of the County Court of Brazoria County rendered in the condemnation proceedings in case No. 1742 styled Brasos River Harbor Navigation District of Brazoria County, Texas, vs. Mrs. F. Simmons, et al, in which Mrs. F. Simmons was awarded \$76.50, said decree recorded in Vol. 222, page 412 of the deed records of said County.

29. 5 acres of land known as Tract 151, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of A. H. Weber by deed dated September 9, 1932, recorded in Vol. 237, page 136 of the deed records of said County.

30. 5 acres of land known as Tract 152, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of John O'Neill, by deed dated September 22, 1932, recorded in Vol. 237, page 119, of the deed records of said County.

31. 5 acres of land known as Tract 154, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. W. Cassell, by deed dated June 30, 1932, recorded in Vol. 235, page 59 of the deed records of said County.

32. 5 acres of land known as Tract 159, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Ross & Mitchell, by deed dated December 6, 1932, recorded in Vol. 239 page 441 of the deed records of said County

33. 5 acres of land known as Tract 175, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of T. E. Kelly, by deed dated June 30, 1932, recorded in Vol. 235, page 33 of the deed records of said County; and being the same land deeded to T. T. Stratton by T. E. Kelly, by Quit-Claim dect dated August 8th, 1932, recorded in Vol. 235, page 491 of said records.

34. 5 acres of land known as Tract 181, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Edwin A. Badgley, by deed dated June 30, 1932, recorded in Vol. 235 page 38 of th deed records of said County.

35. 5 acres of land known as Tract 189, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of G. W. Fuller, by deed dated June 30, 1932, recorded in Vol. 235, page 72 of the deqd records of said County.

36. 5 acres of land known as Tract 191, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of A. H. Simmons, by deed dated August 27, 1932, recorded in Vol. 235, page 365, of the deed records of said County.

37. 10 acres of land known as Tract 242 and Tract 125 of Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of E. W. Mombae, by deed dated June 30, 1932, recorded in Vol. 235, page 75 of the deed records of said County.

38. 5 acres of land known as Tract 223, Division 15, of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Ames Young, by deed dated August 27, 1932, recorded in Vol. 235, page 363 of the deed records of said County.

39. 5 acres of land known as Tract 228, Division 15, of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of A. E. Mathias, by deed dated June 30, 1932, recorded in Vol. 235, page 44 of the deed records of said County.

40. 5 acres of land known as Tract 236, Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of C. E. Glass, by deed dated October 4, 1932, recorded in Vol. 237, page 87 of the deed records of said County.

41. 5 acres of land known as Tract 245, Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Jack Davis, by deed dated June 30, 1932, recorded in Vol. 235, page 69 of the deed records of said County.

42. 5 acres of land known as Tract 248, Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of R. G. Rogers by deed dated June 30, 1932, recorded in Vol. 235 page 41 of the deed records of said County; and being the same land deeded to T. T. Stratton by Quit-Claim deed by R. G. Rogers, dated September 8, 1932; recorded in Vol. 235, page 485 of the deed records of said County.

43. 5 acres of land known as Tract 273, Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of G. A. Chandler by deed dated June 30, 1932, recorded in Vol. 236, page 58 of the deed records of said County.

44. 5 acres of land known as Tract 291, Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Fred G. Gram, by deed dated June 30, 1932, recorded in Vol. 235 page 87 of the deed records of said County.

45. 5 acres of land known as Tract 330, Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Bert Mangel, by deed dated June 30, 1932, recorded in Vol. 236, page 47 of the Deed Records of said County.

46. 5 acres of land known as Tract 331, Division 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of M. B. Price, by deed dated June 30, 1932, recorded in Vol. 238, page 81 of the deed records of said County.

47. 5 acres of land known as Lot 25, Block 8, Wild Peach Subdivision of S. F. Austin 7-1/3 Leagues Grant, Abstract No. 20, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Pearl Wallace, by deed dated July 27, 1932, recorded in Vol. 235, page 157 of the deed records of said County.

48. 10 acres of land known as Lots 28 and 30 of Block 8, Wild Peach Subdivision of S. F. Austin 7-1/3 Leagues Grant, Abstract No. 20 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Jas. W. Hanna, by deed dated July 27, 1932, recorded in Vol. 235, page 155 of the deed records of said County.

49. 5 acres of land known as Lot 1, Block 9, Wild Peach Subdivision of S. F. Austin 7-1/3 Leagues Grant, Abstract No. 20, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Walter L. Motter, by deed dated July 27, 1932, recorded in Vol. 235 page 143 of the deed records of said County.

50. 12.5 acres of land known as Lots 5 and 8, Block 16, Wild Peach Subdivision of S. F. Austin 7-1/3 Leagues Grant, Abstract No. 20, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of P. F. Hobart, by deed dated July 27, 1932, recorded in Vol. 235, page 155, of the deed records of said County.

51. 5 acres of land known as Lot 12, Block 16, Wild Peach Subdivision of S. F. Austin 7-1/3 Leagues Grant, Abstract No. 20, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Mary E. Conway, by deed dated July 27, 1932, recorded in Vol. 235, page 126 of the deed records of said County.

52. 8.02 acres of land known as Tract No. 336, Block 12, of the Coast Land Company's Subdivision of the S. F. Austin League #2, Abstract No. 23, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Agnes Kovach, by deed dated October 4, 1932, recorded in Vol. 237 page 99 of the deed records of said County.

53. 5 acres of land known as Tract No. 360 of the Coast Land Company's Subdivision of the S. F. Austin League #2, Abst. No. 23, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of M. C. Killeen by deed dated October 4, 1932, recorded in Vol. 237 page 96 of the deed records of said County; and being the same land deeded to T. T. Stratton by M. C. Killeen by Quit-Claim deed dated ___ 1933, recorded in Vol. 240 page 298 of the deed records of said County.

54. 20.12 acres of land known as Tracts Numbers 470, 471, 472, and 473 of the Coast Land Company's Subdivision of the S. F. Austin League #2, Abstract No. 23, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of David Greal McKensie and Camilla Damm, by deed dated September 22, 1932, recorded in Vol. 237, page 73 of the Deed Records of said County.

55. 15 acres of land known as Tracts Numbers 522, 523 and 524 of the Coast Land Company's Subdivision of the S. F. Austin League #2, Abstract No. 23, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Cecil Wayne Ward, by deed dated September 22, 1932, recorded in Vol. 237 page 136 of the deed records of said County.

56. 1/2 acre of land known as Lots 12 & 13, Tract 636 of the Pratt Subdivision of the Coast Land Company's Subdivision of the S. F. Austin League #2, Abstract No. 23, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of



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of said County.

66. 5 acres of land known as Tract 578, Division 13, of the Brazos Coast Investment Company's Subdivision of A. Calvit League, Abstract No. 48, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Benjamin Woolgar, deceased, by deed dated June 30th, 1932, recorded in Vol. 236 page 50 of the deed records of said County; and being the same land deeded to T. T. Stratton by Morgan F. Woolgar, heir of Benjamin Woolgar, deceased, by Quit-Claim deed dated July 7, 1934, recorded in Vol. 281 page 278 of the Deed records of said County.

67. 5 acres of land known as Tract 385, Division 13, of the Brazos Coast Investment Company's Subdivision of A. Calvit League, Abstract No. 48, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Miss Francis W. Taylor, by deed dated December 6, 1932, recorded in Vol. 239, page 454 of the deed records of said County.

68. 5 acres of land known as Tract 214, Division 14, of the Brazos Coast Investment Company's Subdivision of A. Calvit League, Abstract No. 48, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Sam Sheppard, by deed dated June 30, 1932, recorded in Vol. 235, page 45 of the deed records of said County.

69. 5 acres of land known as Tract 1, Division 2, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. J. Pilkington, by deed dated June 30, 1932, recorded in Vol. 236, page 87 of the deed records of said County; and being the same land deeded to T. T. Stratton by W. J. Pilkington by Quit-Claim deed dated August 29, 1932, recorded in Vol. 235, page 498 of the deed records of said County.

70. 5 acres of land known as Tract 7, Division 2, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Geo. Thebe and W. C. Wardlow, by deed dated November 1, 1932, recorded in Vol. 238, page 306 of the deed records of said County.

71. 5 acres of land known as Tract 9, Division 2, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Carl Zenor, deceased, by deed dated November 1, 1932, recorded in Vol. 238, page 511 of the deed records of said County.

72. 5 acres of land known as Tract 10, Division 2, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of B. T. Rodgers, by deed dated August 27, 1932, recorded in Vol. 235, page 347 of the deed records of said County.

73. 5 acres of land known as Tract 11, Division 2, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of L. D. Welder, by deed dated June 30, 1932, recorded in Vol. 235, page 92 of the deed records of said County.

74. 5 acres of land known as Tract 8, Division 4, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Amos Williams, by deed dated June 30, 1932, recorded in Vol. 238, page 304 of the deed records of said County.

75. 5 acres of land known as Tract 10, Division 4, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Vernon Rhodes, by deed dated August 27, 1932, recorded in Vol. 235, page 343 of the deed records of said County.

76. 5 acres of land known as Tract 9, Division 5, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of L. P. Gibson, by deed dated November 1, 1932, recorded in Vol. 238 page 281 of the deed records of said County.

77. 5 acres of land known as Tract 95, Division 7, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of O. E. Glass, by deed dated October 4, 1932, recorded in Vol. 237, page 87 of the deed records of said County.

78. 5 acres of land known as Tract 5, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. T. Tugwell, by deed dated June 30, 1932, recorded in Vol. 235, page 90 of the deed records of said County.

79. 5 acres of land known as Tract 6, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Charlie Rogers, by deed dated June 30, 1932, recorded in Vol. 235, page 18 of the Deed Records of said County.

80. 5 acres of land known as Tract 24, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. S. McConnell, by deed dated September 22, 1932, recorded in Vol. 237, page 114, of the deed records of said County.

81. 5 acres of land known as Tract 30, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Ben Murphy, by deed dated September 22, 1932, recorded in Vol. 237, page 112 of the deed records of said County.

82. 5 acres of land known as Tract 39, Division 8 of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Ailee G. and W.C. Pascott, by deed dated November 1, 1932, recorded in Vol. 238, page 280 of the deed records of said County.

83. 5 acres of land known as Tract 45, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. V. Pledge, by deed dated August 27, 1932, recorded in Vol. 235, page 343 of the deed records of said County.

84. 5 acres of land known as Tract 46, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of John Yount, by deed dated June 30, 1932, recorded in Vol. 235, page 68 of the Deed records of said County.

83. 5 acres of land known as Tract 85, Division 8 of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of B. P. Harriott, by deed dated August 27, 1932, recorded in Vol. 235, page 336, of the deed records of said County.

84. 5 acres of land known as Tract 110, Division 8 of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of O. W. Grantham, by deed dated June 30, 1932, recorded in Vol. 235, page 26 of the deed records of said County.

87. 5 acres of land known as tract 20, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. P. McFerrin, by deed dated August 27, 1932, recorded in Vol. 235, page 340 of the deed records of said County; and being the same land deeded to T. T. Stratton by J. P. McFerrin by Quit Claim deed dated September __ 1933, recorded in Vol. 243 page 205 of the deed records of said County.

88. Also Lot 3, Block 539 in the town of Velasco being the same land deeded to T. T. Stratton by J. P. McFerrin by Quit Claim deed dated September __ 1933, recorded in Vol. 243, page 205 of the deed records of said County.

89. 5 acres of land known as Tract 21, Division 9 of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of G. W. Baker, by deed dated September 22, 1932, recorded in Vol. 237 page 59 of the deed records of said County.

90. 5 acres of land known as Tract 24, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Dr. R. C. Padgett, by deed dated September 22, 1932, recorded in Vol. 237, page 121 of the deed records of said County; and being the same land deeded to T. T. Stratton by R. C. Padgett by Quit Claim deed dated September __ 1933, recorded in Vol. 243, page 196.

91. 5 acres of land known as Tract 25, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Annette F. Gerald, by deed dated June 30, 1932, recorded in Vol. 235, page 26 of the deed records of said County.

92. 5 acres of land known as Tract 26, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of R. C. Crane, by deed dated September 22, 1932, recorded in Vol. 237 page 70 of the deed records of said County.

93. 5 acres of land known as Tract 120, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. M. Anthony, by deed dated August 27, 1932, recorded in Vol. 236 page 318 of the deed records of said County.

94. 5 acres of land known as Tract 128, Division 9 of the Brazos Coast Investment

Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. A. Halverson, by deed dated August 27, 1932, recorded in Vol. 235, page 330, of the deed records of said County.

95. 5 acres of land known as Tract 129, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. T. Barnes, by deed dated August 27 1932, recorded in Vol. 235, page 319 of the deed records of said County.

96. 5 acres of land known as Tract 134, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. K. Jones, by deed dated August 27, 1932, recorded in Vol. 235, page 334 of the deed records of said County.

97. 5 acres of land known as Tract 156, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. W. Tammge, by deed dated June 30, 1932, recorded in Vol. 235 page 28 of the deed records of said County.

98. 5 acres of land known as Tract 177, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. S. McGraw, by deed dated August 27, 1932, recorded in Vol. 235, page 342, of the deed records of said County.

99. 5 acres of land known as Tract 179, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of G. G. Gilchrist, by deed dated August 27, 1932, recorded in Vol. 235, page 323 of the deed records of said County; and being the same land deeded to T. T. Stratton by G. G. Gilchrist by Quit-Claim deed dated August 31st, 1932, recorded in Vol. 235, page 490 of the deed records of said County.

100. 5 acres of land known as Tract 40, Division 10, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. G. Allen, by deed dated September 22, 1932, recorded in Vol. 237 page 55 of the deed records of said County.

101. 5 acres of land known as Tract 75, Division 10, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. E. McPoland, by deed dated November 1, 1932, recorded in Vol. 238, page 288 of the deed records of said County.

102. 10 acres of land known as Tracts 79 and 82, Division 10, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Daniel Sims, by deed dated June 30, 1932, recorded in Vol. 235, page 89 of the deed records of said County.

103. 5 acres of land known as Tract 83, Division 10, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of

of E. L. Carter, by deed dated September 22, 1932, recorded in Vol. 237, page 69 of the deed records of said County.

104. 5 acres of land known as Tract 85, Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Mrs. Hazel L. Daniels by deed dated August 27, 1932, recorded in Vol. 235, page 267 of the deed records of said County; and being the same land deeded to T. T. Stratton by Quit Claim deed from Mrs. Hazel L. Daniels, dated October __, 1932, recorded in Vol. 236 page 214 of the deed records of said County.

X 105. 5 acres of land known as Tract 87, Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Mrs. A. J. Delfield, by deed dated September 22, 1932, recorded in Vol. 237 page 76 of the deed records of said County.

X 106. 5 acres of land known as Tract 89, Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of E. G. Reighner, by deed dated November 1, 1932, recorded in Vol. 238, page 296, of the deed records of said County.

107. 5 acres of land known as Tract 96, Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of the Estate of J. F. Daugherty, by deed dated November 1, 1932, recorded in Vol. 238 page 272 of the deed records of said County.

108. 5 acres of land known as Tract 113 Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of R. L. Fulenwider, by deed dated June 30, 1932, recorded in Vol. 236, page 32 of the deed records of said County.

109. 5 acres of land known as Tract 116, Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of W. H. Vadament, by deed November 1, 1932, recorded in Vol. 238, page 303, of the deed records of said County.

110. 5 acres of land known as Tract 117, Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of W. H. Morefield by deed dated October 4, 1932, recorded in Vol. 237, page 110 of the deed records of said County; and being the same land deeded to T. T. Stratton by W. H. Morefield, by Quit-Claim deed dated July 19, 1933, recorded in Vol. 242, page 434 of the Deed Records of said County, and in which Quit-Claim deed W. H. Morefield retained a 1/64th royalty interest in all minerals.

111. 5 acres of land known as Tract 41, Division 11, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Continental Oil Company, by deed dated October 4, 1932, recorded in Vol. 237, page 71 of the deed records of said County.

112. Lot 6, Block 2, High School Addition to the town of Damon, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Mrs. Maddie Hillier, by deed dated November 1, 1932, recorded in Vol. 238 page 294 of the deed records of said County.

records of said County.

113. 10 acres of land known as Lot 89 of the Geo. W. Jenkins Subdivision of the W. D. C. Hall League, Abstract No. 70, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of George A. Woods, by deed dated August 27, 1932, recorded in Vol. 235, page 240 of the deed records of said County; and being the same land deeded to T. T. Stratton by Geo. A. Woods by Quit-Claim deed dated December 28th, 1932, recorded in Vol. 238 page 594 of the deed records of said County, in which said Quit-Claim deed Geo. A. Woods retained a 1/64th royalty in all minerals.

114. 300 acres of land known as Lots 27 and 34, inclusive, out of the Geo. Harrison Survey, Abstract 73, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Mrs. Gertrude S. Girardeau, Mrs. Sallie Chambers, Clay Stone Briggs, and others, by deed dated December 8, 1932, recorded in Vol. 238, page 424 of the deed records of said County.

115. 5 acres of land known as Tract 4, Division 3, of the Brazos Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. B. Saxon, by deed dated August 27, 1932, recorded in Vol. 235, page 352 of the deed records of said County.

116. 5 acres of land known as Tract 5, Division 3, of the Brazos Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Ira D. Holland, by deed dated August 27, 1932, recorded in Vol. 235, page 332 of the deed records of said County.

117. 5 acres of land known as Tract 6, Division 3, of the Brazos Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Wm. W. Seger, by deed dated August 27 1932, recorded in Vol. 235, page 354 of the deed records of said County.

118. 5 acres of land known as Tract 7, Division 3, of the Brazos Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. M. Karst, by deed dated August 27, 1932, recorded in Vol. 235, page 355, of the deed records of said County.

119. 5 acres of land known as Tract 8, Division 3, of the Brazos Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of B. V. Ritts, by deed dated August 27, 1932, recorded in Vol. 235, page 360 of the deed records of said County.

120. 10 acres of land known as Lot 37, Block "A" out of the Norman Chatfield Subdivision of the Francis Moore League, Abstract 100, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of George Maras, by deed dated September 22, 1932, recorded in Vol. 237, page 104 of the deed records of said County.

121. 14 acres of land known as Lot 45 and South 3 1/2 feet off Lot 46 in Block No. 2 of the Texas Coast Development Company's Subdivision of the E. F. Kyriak Survey, Abstract No. 102, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Mary Sheehan, by deed dated July 27, 1932, recorded in Vol. 235 page 127 of the deed records of said County; and being the same land in which the Texas

Company has a 1/2 mineral interest as shown in deed from the Texas Company to Mary Stratton dated October 27, 1919, recorded in Vol. 156, page 822 of the deed records of said County.

122. 10 acres of land known as Tract 45, Block 2, of the Texas Coast Development Company's Subdivision of the E. F. Myrick Survey, Abstract No. 108, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Louis Kauderer, by deed dated October 4, 1932, recorded in Vol. 237 page 98 of the deed records of said County; and being the same land in which The Texas Company has a 1/2 mineral interest as shown in deed from The Texas Company to Louis Kauderer, dated April 4, 1919, recorded in Vol. 145 page 609 of the Deed Records of said County.

123. 20 acres of land known as Tract 7, Block 4 of the Texas Coast Development Company's Subdivision of the E. F. Myrick Survey, Abstract No. 108, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. M. Maxon deceased, by deed dated July 27, 1932, recorded in Vol. 235, page 141 of the deed records of said County; and being the same land deeded to T. T. Stratton by Mrs. Minnie Maxon, one of the heirs of C. M. Maxon, acting individually and as agent for other heirs, by Quit-Claim deed dated __ 1932, recorded in Vol. 235, page 492 of the said deed records and being the same land in which The Texas Company has a 1/2 mineral interest as shown in deed from The Texas Company to C. M. Maxon dated December 28, 1919, recorded in Vol. 157 page 499 of the deed records of said County.

124. 2 acres undivided interest, out of a tract of 19.67 acres being 10 acres in the Geo. Tannille Survey, Abstract 132 and 9.67 acres in the M. Varner Survey, Abstract 133, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of The Atlantic Keystone Petroleum Company, Inc., by deed dated November 1, 1932, recorded in Vol. 238 page 272 of the Deed records of said County.

125. 20 acres of land known as Lot 8, Division 2, of the Subdivision of the East 1/2 of Edwin Waller League, Abstract No. 134, being the same land conveyed to E. M. Jamison, Jr. by the Sheriff of Brazoria County as the property of Edna Earl Mayes, by deed dated June 30, 1932, recorded in Volume 234 page 309 of the deed records of said County; and being the same land redeemed by Edna Earl Mayes and sold to T. T. Stratton by deed dated June 28th, 1934, recorded in Vol. 251 page 217 of the deed records of said County, by which said deed Edna Earl Mayes retains a 1/16th royalty interest in all minerals.

126. All minerals in and under a tract of 9 185/204 acres of land known as Lot 3, Section 17, E. T. & B. R. R. Co. Survey, Abstract No. 228, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of B. D. Shurts & Jason Kilgore, by deed dated December 6, 1932, recorded in Vol. 239 page 458 of the deed records of said County, and which tract (less the minerals) was sold by the parties to this instrument, to Mrs. Mary Ella Cole by deed dated March 18, 1936.

127. 1/2 Mineral interest in 22 acres of land known as Tract 4, Section 21, E. T. & B. R. R. Co. Survey, Abstract No. 230, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of S. T. Hickman, by deed dated July 27, 1932, recorded in Vol. 235 page 134 of the deed records of said County. The 1/2 mineral interest being awarded to T. T. Stratton by decree in suit No. 26701, styled William Schroeder et al vs. S. T. Hickman et al, found on page 18009 of the District Court Minutes of Brazoria County, and in deed records Vol. 253, page 459 of said County.

128. 10 acres of land known as Lot 7, of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 19, E. T. & B. R. R. Co. Survey, Abstract 243, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Fred Meyer, by deed dated October 4, 1932, recorded in Vol. 237, page 100 of the deed records of said County.

of the deed records of said County; and being the same land deeded to T. T. Stratton by Fred Meyer and wife, by Quit-Claim deed, dated October 24, 1934, recorded in Vol. 254, page 460 of the deed records of said County.

129. 5 acres of land being the East 1/2 of a tract of 10 acres of land, known as Lot 16 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 19, H. T. & B. R. R. Co. Survey, Abstract No. 245, said 10 acre tract being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. M. Archibald, by deed dated November 1, 1932, recorded in Vol. 236, page 273 of the deed records of said County; and being the same land deeded to H. M. Boyd by Jennie S. Archibald, by Quit Claim deed dated September 1, 1934, recorded in Vol. 255, page 599 of said records; and being the same land conveyed to T. T. Stratton by H. M. Boyd by deed dated September 24, 1934, recorded in Vol. 255, page 600 of the deed records of said County. The West 5 acres of the above mentioned 10 acre tract having been sold by T. T. Stratton to Fred and Mary Jollison by deed dated ___ recorded in Vol. ___ page ___ of said deed records.

130. 20 acres of land known as Lots 15 & 40 of Allison-Richey Gulf Coast Home Company's Subdivision of Section 25, H. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. O. Ehlinger and Bankers Mortgage Company, by deed dated September 22, 1932, recorded in Vol. 237 page 90 of the deed records of said County.

131. 10 acres of land known as Lot 51, of Allison Richey Gulf Coast Home Company's Subdivision of Section 25, H. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Eno. F. Nolan, by deed dated October 4, 1932, recorded in Vol. 237 page 117 of the Deed Records of said County.

132. 10 acres of land known as Lot 32 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 25, H. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of S. D. Benthysen, by deed dated October 4, 1932, recorded in Vol. 237 page 135 of the Deed Records of said County.

133. 8.4 acres of land known as Lot 41-A of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 25, H. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Mrs. C. Pawcner, by deed dated January 1, 1933, recorded in Vol. 239 page 421 of the Deed Records of said County.

134. 10 acres of land known as Tract 46 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 25 H. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Adam F. Schmidt, by deed dated July 27, 1932, recorded in Vol. 235, page 149 of the Deed Records of said County.

135. 8 acres of land off the East side Lot 51 in the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 25, H. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of E. O. O'Connell, by deed dated October 4, 1932, recorded in Vol. 237 page 113 of the Deed Records of said County.

136. 20 acres of land known as Lots 26 and 28 of a subdivision of Section 27, H. T. & B. R. R. Co. Survey, Abstract No. 281, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. H. Coggeshall, by deed dated ___ recorded in Vol. ___ of the deed records of said County;

and being the same land deeded to T. T. Stratton by H. H. Coggeshall by Quit Claim deed dated November 29th, 1933, recorded in Vol. 244, page 281 of the Deed records of said County.

✓ 137. 10 acres of land known as Lot 33 of a subdivision of Section 47, H. T. & B. R. R. Co. Survey, Abstract No. 281, being one of the tracts conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. Scott Everett, by deed dated June 30, 1932, recorded in Vol. 235 page 25 of the Deed Records of said County, and also conveyed by Quit Claim deed from A. T. Stauber to T. T. Stratton Vol. 264, page 227.

✓ 138. 5 acres of land known as W. 1/2 of Lot 227 of a Subdivision of Section 25, H. T. & B. R. R. Co. Survey, Abstract No. 285, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Ella M. Jay, by deed dated June 30, 1932, recorded in Vol. 235, page 26 of the deed records of said County.

139. 10 acres of land known as Lot 11, being the SW 1/4 of the S 1/2 of the W 1/2 of the SE 1/4 of Section 51, H. T. & B. R. R. Co. Survey Abstract No. 286, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Donald Salisbury, by deed dated November 1, 1932, recorded in Vol. 235 page 297 of the Deed Records of said County; and being the same land deeded to T. T. Stratton by Donald Salisbury, by Quit Claim deed dated November 3rd, 1933, recorded in Vol. 243, page 533 of the Deed Records of said County.

140. 10 acres of land known as Lot 41, of Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 81, H. T. & B. R. R. Co. Survey, Abstract No. 300, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of E. F. Alford, by deed dated October 4, 1932, recorded in Vol. 237 page 54 of the deed records of said County.

141. 20 acres of land known as Lots 1 and 2 of Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 85, H. T. & B. R. R. Co. Survey, Abstract No. 304, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. H. Burns, by deed dated October 4, 1932, recorded in Vol. 237, page 67 of the deed records of said County.

142. 5 acres of land known as the S 1/2 of Lot 46 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision, Division 92, of the E. Little and Section 92 A. C. H. & B. Surveys, Abstracts Nos. 320 and 341, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Nellie & Ernest Kugrahn by deed dated October 4, 1932, recorded in Vol. 237 page 125 of the deed records of said County.

143. 10 acres of land known as Tract or Farm No. 317, of the Subdivision of Section 3, Lavaca Navigation Company, Abstract No. 388, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. H. Coggeshall, by deed dated July 27, 1935, recorded in Vol. 235, page 125 of the Deed Records of said County; and being the same land deeded to T. T. Stratton by H. H. Coggeshall by Quit Claim deed dated November 29th, 1933, recorded in Vol. 244, page 281 of the Deed Records of said County.

144. 1 acre of land in a square out of NW corner of the S 10 acres purchased by T. T. Stratton from D. W. Holland, sometimes referred to as Lot 7 of the John Martin Survey Abstract No. 351 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Sam Bryant, by deed dated August 27, 1932, recorded in Vol. 235, page 324 of the deed records of said County.

143. 20 acres of land known as Tract 8 of the John Martin Survey, Abstract No. 331, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of W. T. Denny, by deed dated July 27, 1932, recorded in Vol. 235, page 122 of the Deed Records of said County.

146. 20 acres of land known as "Piddlers Island" out of the Robt. McClure Survey Abstract No. 339, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of T. H. & R. P. Ballows, by deed dated December 6, 1932, recorded in Vol. 239 page 415 of the Deed Records of said County.

147. 9.91 acres of land known as Lot 4 of the Thaddeus M. Boggs Subdivision of 100 acre farm Lot or Tract No. 24, of the Brasoria Land and Cattle Company's Subdivision of the Thomas Squaggins Survey, Abstract No. 355, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Francis Rosalie Boggs, by deed dated June 30, 1932, recorded in Vol. 235, page 19 of the Deed Records of said County.

148. 3 acres of land known as Lots 5, 6 and 22 of the S $\frac{1}{2}$ of Tract No. 8, Reed Subdivision of the L. M. H. Washington Survey, Abstract No. 366, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of A. J. Sullivan, Leander E. Smith and George Hall Hamilton, by deed dated September 22, 1932, recorded in Vol. 237 page 131 of the Deed Records of said County.

149. 1 acre of land known as lot 25, of the Reed Subdivision of Tract No. 8, out of the L. M. H. Washington Survey, Abstract No. 366, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County, as the property of C. L. Brown and Henry LaFrey Gull, by deed dated October 4, 1932, recorded in Vol. 237, page 66 of the deed records of said County.

150. 10 acres of land known as Tract 3 out of Section 1, I. & G. W. Survey, Abstract No. 400, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Mary Ada Hawley, by deed dated January 3, 1933, recorded in Vol. 239, page 425 of the deed records of said County.

151. 10 acres of land known as Tract 11A out of Section 1, I. & G. W. Survey, Abstract No. 400, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of E. W. & Martha Cunningham, by deed dated September 22, 1932, recorded in Vol. 237 page 75 of the Deed Records of said County.

152. 10 acres of land known as Tract No. 2, Section 25, A. C. H. & B. Abstract No. 412, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Andrews Weingarten, by deed dated November 1, 1932, recorded in Vol. 238 page 306 of the Deed Records of said County.

153. 2 $\frac{1}{2}$ acres of land known as the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of Lot 21, of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 29, A. C. H. & B. Abstract No. 417, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of W. M. Johnson, by deed dated January 3, 1933, recorded in Vol. 239 page 429 of the deed records of said County.

154. 2 $\frac{1}{2}$ acres of land known as E $\frac{1}{2}$ of Lot 31 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 29, A. C. H. & B. Abstract No. 417, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County, as the property of Henry Albrecht, Jr., H. L. Bracey, J. A. Reidermier, Henry Albrecht, Sr., and L. A. Mearhan, by deed dated January 3, 1933, recorded in Vol. 239, page 413 of the deed records of said County.

155. 10 acres of land known as Lot 33 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 29, A. C. H. & B. Survey, Abstract No. 417, being the same land

conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property by Mrs. L. W. Smith, N. J. Smith and W. A. Smith, by deed dated October 4, 1932, recorded in Vol. 237 page 128 of the deed records of said County; said tract of land being subject to a 1/16th royalty in all oil, reserved by the Allison Richey Gulf Coast Home Company mentioned in that certain Warranty Deed from Mrs. L. W. Smith et al to W. A. Smith recorded in Vol. 178 page 563 of the deed records of said County.

156. 10 acres of land known as Lot 35 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 26, A. C. H. & B. Survey, Abstract No. 417, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Mary J. Hall, by deed dated October 4, 1932, recorded in Vol. 237 page 88 of the deed records of said County.

157. 10 acres of land known as Lot or Tract 6 of the Subdivision of Section 23, Hooper & Wade Survey, Abstract No. 420, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. J. & H. B. Adams and J. O. Guinehart by deed dated October 4, 1932, recorded in Vol. 237, page 53 of the deed records of said County.

158. 10 acres of land known as Lot or Tract 39, of the Subdivision of Section 23, Hooper & Wade Survey, Abstract No. 420, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. W. Lauderdale, by deed dated September 22, 1932, recorded in Vol. 237 page 100 of the deed records of said County.

159. 10 acres of land known as Lot or Tract 52, of the subdivision of Section 23, Hooper & Wade Survey, Abstract No. 420, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. O. Smith, by deed dated January 3, 1933, recorded in Vol. 239 page 447 of the deed records of said County.

160. 10 acres of land known as Lot or Tract 12, of the subdivision of Section 17, Hooper & Wade Survey, Abstract No. 423, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Mrs. Adaline Howell, by deed dated June 30, 1932, recorded in Vol. 235 page 30 of the deed records of said County.

161. 10 acres of land being a part of Tract 14, being the South 1/8 of said tract of the subdivision of Section 17, Hooper & Wade Survey, Abstract No. 423, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Blakely Smith, by deed dated January 3, 1933, recorded in Vol. 239, page 446 of the deed records of said County.

162. 25 1/2 acres of land known as Lot or Tract 30, of the subdivision of Section 17, Hooper & Wade Survey, Abstract No. 423, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Robert & Mamie Schmidt, by deed dated November 1, 1932, recorded in Vol. 236 page 289 of the deed records of said County.

163. 40 acres of land in the N. W. 1/4 of Section 7, Hooper & Wade Survey, Abstract No. 430, being the same land conveyed to G. E. Davis by the Sheriff of Brazoria County as the property of Lloyd W. Booher & Isaac R. Williams, by deed dated July 27, 1932, recorded in Vol. 240 page 225 of the deed records of said County, and being the same land deeded to T. T. Stratton by Lloyd W. Booher, who retained a 1/32 royalty interest, by Quit-Claim deed recorded in Vol. 241 page 125 of the deed records of said County; also being same land deeded to T. T. Stratton by Mrs. Lily W. Smith and husband, (Mrs. Smith being the only heir of Isaac Williams, deceased), who retained a 1/32 royalty interest, by Quit-Claim deed recorded in Vol. 244, page 282 of said deed records; and being the same land deeded to T. T. Stratton by G. E. Davis by Quit-Claim deed recorded in Vol. 243 page 303 of the deed records.

164. 10.08 acres of land known as Lot No. 18 and 15.41 acres of land known as Lot No. 22 of a subdivision of Section 1, Hooper & Wade Survey, Abstract No. 431, being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of Bridget Murphy, by deed dated October 4, 1932, recorded in Vol. 237, page 113 of the deed records of said County; and being the same land deeded to T. T. Stratton by Bridget Murphy by Quit Claim deed dated April 2nd, 1933, recorded in Vol. 240, page 434 of the deed records of said County.

165. 3 acres of land known as the South 1/2 of Lot 51, Section 9, Hooper & Wade Survey, Abstract No. 432, being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of Mrs. A. F. Evans, by deed dated October 4, 1932, recorded in Vol. 237 page 82 of the deed records of said County.

166. 2 acres of land known as the South 1/2 of the Stamm 4 acre tract out of a subdivision of Section 14, H. T. & B. Survey, Abstract No. 440 being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of H. W. & Ida Miller by deed dated August 27, 1932, recorded in Vol. 235 page 339 of the deed records of said County.

167. 5.18 acres of land known as Tract No. 2B, out of a subdivision of Section 4, Hooper & Wade Survey, Abstract No. 458 being a part of the E. Lee Bradbury tract, and being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of Alpha Medsker, by deed dated November 1, 1932, recorded in Vol. 238 page 292 of the deed records of said County. Said land being the same land awarded Alpha Medsker, by limitation, in a certain suit in the District Court of Brascoria County, said decree being recorded on page 12115 of the District Court Minutes of said County.

168. 10 acres of land known as Lot No. 6 of the Allison Richey Gulf Coast Home Company's Subdivision of Section 90, A. G. H. & B. Survey, Abstract No. 459, being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of Frank Klein by deed dated October 4, 1932, recorded in Vol. 237 page 97 of the deed records of Brascoria County, Texas.

169. 21.87 acres of land being part of Tract 9, of the subdivision of M. V. O'Donnell Survey, Abstract No. 468, being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of Bank of Starke, Starke, Florida, by deed dated October 4, 1932, recorded in Vol. 237, page 62 of the deed records of said County and being the same land deeded to T. T. Stratton by Bank of Starke, Starke, Florida, by Quit Claim deed dated May 6th, 1933, recorded in Vol. 242, page 104 of the said deed records.

170. 9.55 acres of land known as Lot 7 of the subdivision of Section 28, H. T. & B. R. R. Co. Survey, Abstract 472, being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of Wm. Perry by deed dated January 3, 1933, recorded in Vol. 239 page 438 of the deed records of said County.

171. 1.43 acres of land known as part of Lot 8 of the subdivision of Section 28, H. T. & B. R. R. Co. Survey, Abstract 472, being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of G. E. Way, by deed dated October 4, 1932, recorded in Vol. 237 page 138 of the deed records of said County.

172. 20 acres of land known as Tracts 19 & 22, of the subdivision of Section 28, H. T. & B. Survey, Abstract 472, being the same land conveyed to T. T. Stratton by the Sheriff of Brascoria County as the property of Mont. I. Dickerson by deed dated September 22, 1932, recorded in Vol. 237 page 79 of the deed records of said County.

173. 7.5 acres of land known as Lots 1, 2 and 3 in Block 27, of the Gale subdivision of Section 28, H. T. & B. Survey, Abstract No. 472, being the same land conveyed to T. T. Stratton

by the Sheriff of Brazoria County as the property of W. N. Blacum, by deed dated November 1938, recorded in Vol. 236, page 300 of the deed records of said County.

174. 2.5 acres of land known as Lot 4 Block 27, of the subdivision of Section 10, H. T. & B. Survey, Abstract No. 474, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Elmer E. DeWitt, W. E. and J. E. DeWitt, by deed dated October 4, 1938, recorded in Vol. 237 page 78 of the deed records of said County.

175. 5 acres of land known as Southwest 1/2 of Lot 6 of the subdivision of Section 10, H. T. & B. Sur. Abet. No. 478, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. R. Lynd, by deed dated June 30, 1938, recorded in Vol. 235, page 94 of the deed records of said County.

176. 1/4 mineral interest in 53.14 acres of land known as Tracts 13 and 14 of a subdivision of Section 10, H. T. & B. Survey, Abstract No. 478, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. E. Floorshinger, Fred Spencer, I. P. Spencer, O. R. Hartwig and W. W. Robinson, by deed dated July 27, 1938, recorded in Vol. 235 page 130 of the deed records of said County; and being the same land deeded to R. L. Cole by T. T. Stratton by deed dated August 10, 1934, recorded in Vol. 233 page 406 of said records and being the same land deeded to T. T. Stratton by R. L. Cole by Mineral deed dated August 29, 1934, recorded in Vol. 233, page 400 of the deed records of said County.

177. 20 acres of land known as Lot 10, of a subdivision of Section 16, Hooper & Wade Survey, Abstract No. 480, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of M. H. Porter, dated September 22, 1932, recorded in Vol. 237 page 122 of the deed records of said County.

178. 20 acres of land known as Lot 15, of the A. S. Newsum Subdivision of Section 16, Hooper & Wade Survey, Abstract No. 480, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of F. P. Topper and H. E. Warren, by deed dated July 27, 1932, recorded in Vol. 235, page 154 of the deed records of said County.

179. 1/4 mineral interest in 36.4 acres known as Lot 27 out of the South part of the H. W. 1/4 of Section 40, H. T. & B. Survey, Abstract No. 482, being the same land described in the Mineral Deed to T. T. Stratton by H. E. Halloway, dated September 1, 1934, recorded in Vol. 233, page 410 of the deed records of Brazoria County.

180. 10 acres of land known as Tract No. 12, of Sunnyside subdivision of Section 10, Hooper & Wade Survey, Abstract No. 486, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. E. Fowler, Trustee, by deed dated October 4, 1938, recorded in Vol. 237, page 84 of the deed records of said County.

181. 6.31 acres of land being part of Lot 13 of the Sunnyside subdivision of Section 10, Hooper & Wade Survey, Abstract No. 486 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. E. Harness, by deed dated January 3, 1933, recorded in Vol. 239 page 426 of the deed records of said County; and being the same land deeded to T. T. Stratton by H. E. Harness by Quit Claim deed dated August 11, 1933, recorded in Vol. 242 page 876 of the deed records of said County, and in which said deed H. E. Harness reserved a 1/32 royalty interest in said tract.

182. 3.40 acres of land being part of Lot 44, of the subdivision of Section 18, Hooper & Wade Survey, Abstract No. 488, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of D. B. Wolfe by deed dated November 1, 1932, recorded in Vol. 238 page 310 of the deed records of said County.

183. 10 acres of land known as Tract 18 of the subdivision of Section 8, Hooper & Wade Survey, Abstract No. 488, being the same land conveyed to T. T. Stratton

of Brasoria County, as the property of Walter L. Hanson, by deed dated October 4, 1932, recorded in Vol. 227 page 90 of the deed records of said County.

184. 20 acres of land known as Tracts 20 and 21, of the subdivision of section 8, Hooper & Wade Survey, Abstract No. 489, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Bridget Tobin, by deed dated July 27, 1932, recorded in Vol. 235, page 153 of the deed records of said County.

185. 10 acres of land known as Tract No. 24, of the subdivision of Section 8, Hooper & Wade, Abstract No. 489, and being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Eliza Sherwood, by deed dated January 3, 1933, recorded in Vol. 239 page 443 of the deed records of said County.

186. 10 acres of land known as Lot 1, Block 11, of the Willeford and Armin Addition to Alvin, being out of the Hooper & Wade Survey, Section 22, Abstract No. 491 being the same land conveyed to T.T. Stratton by the Sheriff of Brasoria County as the property of C. D. Krause, J. B. Holloway, J. F. Walters, T. W. and C. E. Lane, by deed dated November 1, 1932, recorded in Vol. 238 page 287 of the deed records of said County.

187. 20 acres of land known as Lots 1 and 4, Block 6 of the Willeford and Armin Addition to Alvin, being out of the Hooper & Wade Survey, Section 22, Abstract No. 491, and being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Mrs. Kate Mehner, by deed dated October 4, 1932, recorded in Vol. 237 page 108 of the deed records of said County.

188. 40 acres of land known as Lots 1, 2, 3 and 4 of the Subdivision 4 of Section 4, H. T. & B. Survey, Abstract No. 498, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Thomas Waties, by deed dated July 27, 1932, recorded in Vol. 235, page 156 of the deed records of said County.

189. 10 acres of land known as Lot 32 of the Allison-Richey Gulf Coast Home Company's Subdivision of Section 10, H. T. & B. Survey, Abstract No. 505, being one of the tracts No. 505 being one of the tracts conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of William Richard Rutherford, by deed dated November 1, 1932, recorded in Vol. 238 page 296 of the deed records of said County; and being also included in that certain Quit Claim deed to T. T. Stratton from William Richard Rutherford, dated March 7th, 1933, recorded in Vol. 240, page 304 of the deed records of Brasoria County.

190. 10 acres of land known as Lot 60 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 20, H. T. & B. Survey, Abstract No. 506 being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Roy Spears, A. B. Barriman and Guy C. Good, by deed dated October 4, 1932, recorded in Vol. 237 page 130 of the deed records of said County.

191. 10 acres of land known as Farm Tract 650 of the Emigration Land Company's Subdivision of Section 66, H. T. & B. Survey, Abstract No. 515, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of H. H. Coggeshall, by deed dated July 27, 1932, recorded in Vol. 235 page 126 of the Deed Records of said County; and being the same land deeded to T. T. Stratton by H. H. Coggeshall by Quit Claim deed dated November 29th, 1933, recorded in Vol. 244, page 281 of the Deed Records of said County.

192. 10 acres of land known as Farm Tract 653, of the Emigration Land Company's Subdivision of Section 66, H. T. & B. Survey, Abstract No. 515, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Fred Smith, by deed dated July 27, 1932, recorded in Vol. 235, page 140 of the deed records

193. 10 acres of land known as Lot 130 of Emigration Land Company's Iowa Colony Subdivision of Section 80, H. T. & B. Survey, Abstract No. 517, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. J. Edwall, by deed dated January 3, 1933, recorded in Vol. 239 page 490 of the deed records of said County.

194. 10 acres of land known as Farm Tract 331 of the Emigration Land Company's Subdivision of Section 2, Lavaca Navigation Co. Survey, Abstract No. 531, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of F. F. Frost, by deed dated July 27, 1932, recorded in Vol. 235 page 129, and being the same land described in a certain Quit Claim deed to T. T. Stratton from F. F. Frost dated September 6th, 1932, recorded in Vol. 236, page 110 of said deed records, of Brazoria County, Texas.

195. 1 square acre of land out of Lot 5 of the Allison-Rishay Gulf Coast Home Company's Subdivision of Section 98, A. C. H. & B. Survey, Abstract No. 540, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of A. C. Shultz and Edwin Burns, by deed dated October 4, 1932, recorded in Vol. 237, page 127 of the deed records of said County.

196. 80 acres of land in Section 38, H. T. & B. Survey, Abstract 556, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Mrs. E. S. Anderson, by deed dated September 8, 1932, recorded in Vol. 237, page 57 of the deed records of said County. Also being the same land described in a certain Quit Claim deed to T. T. Stratton from W. J. Anderson, only heir of Mrs. E. S. Anderson, deceased, by deed dated June 18th, 1934, recorded in Vol. 251 page 872 of the deed records of said County, Said tract subject to a 1/64 perpetual royalty interest to W. J. Anderson.

197. 10 acres of land known as Tract 158 of the subdivision of Section 66, H. T. & B. Survey, Abstract No. 560, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. H. Coggeshall by deed dated July 27, 1932, recorded in Vol. 235 page 125 of the deed records of said County. Also being the same land described in that certain Quit Claim deed to T. T. Stratton from H. H. Coggeshall, dated November 29th, 1933, recorded in Vol. 244, page 281 of the deed records of said County. Said land subject to a 1/64th royalty interest to H. H. Coggeshall.

198. 10 acres of land known as Lot 2, of the subdivision of Section 78, H. T. & B. Survey, Abstract No. 562, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. H. Coggeshall by deed dated June 30, 1932, recorded in Vol. 235, page 29 of the deed records of said County. Also being the same land described in that certain Quit Claim deed to T. T. Stratton from H. H. Coggeshall dated November 29th, 1933, recorded in Vol. 244, page 281 of the deed records of said County. Said land being subject to a 1/64th royalty interest to H. H. Coggeshall.

199. 10 acres of land known as Lot 48 of the Allison-Rishay Gulf Coast Home Company's Suburban Gardens Subdivision of Section 78, H. T. & B. Survey, Abstract 563, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. G. Martin, by deed dated October 4, 1932, recorded in Vol. 237 page 105 of the deed records of said County.

200. 5.2 acres of land out of the Eastern 1/2 of Lot 9, of the Allison Rishay Gulf Coast Home Company's Suburban Gardens Subdivision of Section 82, H. T. & B. Survey Abstract 565, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Ella D. McGinnis, by deed dated October 4, 1932, recorded in Vol. 237, page 115 of the Deed Records of said County.

201. $2\frac{1}{2}$ acres of land out of the North $1\frac{1}{2}$ of Tract 58, of Section 26, I. & G. N. Survey, Abstract No. 619, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of E. W. Maegale, by deed dated August 27, 1932, recorded in Vol. 235, page 336 of the deed records of said County.

202. 10 acres of land known as Lot 1 of a subdivision of Alf E. H. Tolas Survey Abstract No. 671, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. P. Carpenter, by deed dated November 1, 1932, recorded in Vol. 236 page 277 of the deed records of said County.

203. $10\frac{1}{2}$ acres of land known as Lot 3, Block 26, of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 4, T. C. R. R. Survey, Abstract No. 675, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. E. Regnier, by deed dated August 27th, 1932, recorded in Vol. 236 page 346 of the deed records of said County.

204. 9.6 acres of land known as Lot 3, Block 23, of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 4, T. C. R. R. Survey, Abstract No. 675, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Maggie Way, by deed dated August 27, 1932, recorded in Vol. 236, page 359 of the deed records of said County.

205. $12\frac{1}{2}$ acres being an undivided interest in a 50 acres tract in the east corner of the R. R. Williams Survey, Abstract No. 683, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. L. Bradford, by deed dated November 1, 1932, recorded in Vol. 238, page 275 of the deed records of said County.

206. Lots Nos. 1, 2, 3 & 4 and 5 of Block 4, Alvin No. 1, Alvin, Texas, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. S. Stevens, by deed dated July 27, 1932, recorded in Vol. 235, page 150 of the deed records of said County.

207. 10 acres of land known as Out lot 95, of the town of Manuel being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of F. W. Bennett and T. P. Maloney, by deed dated December 6, 1932, recorded in Vol. 239, page 436 of the deed records of said County.

208. Lot 36, Block 607, and Lot 13, Block 717 of Velasco, being the same land conveyed to T. T. Stratton by W. H. Morefield by Quit Claim deed dated July 19th, 1933, recorded in Vol. 242, page 434 of the deed records of said County.

209. Lot 23, Block 742, of Velasco, Texas, being the same land conveyed to T. T. Stratton by Quit Claim Deed from Dr. R. C. Padgett by deed dated Sept. 16, 1933, recorded in Vol. 245, page 186 of the deed records of said County.

210. Lots 8, 9, 10 & 11, Block 82 of the Town of Angleton, Texas, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of E. W. Krause and Edwin G. Smith by deed dated December 6, 1932, recorded in Vol. 239 page 450 of the Deed Records of said County.

211. 12 acres being Lots Nos. 27 & 29 of Block No. 7 of the Wild Peach Subdivision of part of S. F. Austin 7- $1\frac{1}{2}$ League Grant, Abstract No. 20 and being the same tracts conveyed to T. T. Stratton by the Sheriff of Brazoria County by deed recorded in Vol. 236, page 346 of the deed records of said County.

212. Being my intention hereby to convey all of my interest in the aforesaid tracts and any other lands which may have been given by any parties who have purchased the aforesaid tracts or any tracts purchased by me individually or in

conjunction with the grantees herein. It being the plain intent of this deed to convey to the said Harrison Oil Company, J. S. Abernombie Company, and Frank K. Stevens, in the proportions above set out, all of my interest of any kind in the lands above described.

And I, the said R. W. Milner, Jr. in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to me in hand paid, the receipt of which is hereby acknowledged, do hereby join with the said T. T. Stratton in the execution of this instrument, to the extent of my interest, and have thereto granted, bargained, sold, assigned and conveyed, and by these presents do hereby grant, bargain, sell, assign and convey unto Harrison Oil Company and J. S. Abernombie Company and Frank K. Stevens, in the proportions hereinabove set out, all right, title and interest owned by me in the above described property, and in any vendor's lien notes given in connection with any sale made during my ownership, and any other right or interest of any kind appertaining to any of said lands acquired by me under said unrecorded conveyance from said T. T. Stratton.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto belonging unto the said Harrison Oil Company and J. S. Abernombie Company and Frank K. Stevens, their heirs, successors and assigns forever, in the proportions hereinbefore set out, and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Harrison Oil Company and J. S. Abernombie Company and Frank K. Stevens, their heirs, successors and assigns, against all persons whomsoever lawfully claiming or to claim the same or any part thereof; by, through or under us.

WITNESS our hands in triplicate originals this the 1st day of May, A. D. 1936.

R. W. Milner Jr.

T. T. Stratton

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, a Notary Public in and for Harris County, Texas, on this day personally appeared T. T. Stratton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 1st day of May, A.D. 1936.

(SEAL) Miss Inez Smith Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, THE undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared R. W. Milner, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 1st day of May A. D. 1936.

(SEAL) Miss Inez Smith Notary Public in and for Harris County, Texas.

\$2.50 Int. Rev. Stamp can. 5/1/36 T. T. S.

Filed for record 1 o'clock P. M., May 4 1936, E. R. Stevens, Clerk County Court, Brazoria Co., Texas. By Bob Monarch Deputy.

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THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That We, John W. Sherman and wife, Myrtella

the said Joe Graham or any of his assignees from the performance of any and all obligations and duties imposed upon him or them by the said contract with the Shell Petroleum Corporation. It is further expressly stipulated and understood that the acceptance of this assignment and conveyance by assignee shall in no manner be construed as making said assignee in any manner responsible for the performance and discharge of the duties and obligations imposed upon the said Graham and his assigns by the said contract with the Shell Petroleum Corporation.

EXECUTED IN DUPLICATE ORIGINALS, this the 15th day of September, A. D. 1936, after all erasures and interlineations have been made and after all blanks have been properly filled in, said erasures, interlineations and filling of blanks being hereby ratified and confirmed by the signatures of the assignors.

Joe Graham

Jesse W. Schumacher

THE STATE OF TEXAS)
COUNTY OF HARRIS)

Before me, the undersigned authority, a notary public in and for Brazoria County, Texas, on this day personally appeared Joe Graham and known to me to be the person whose name are is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 30th day of September A. D. 1936.

(SEAL) A. M. Rives Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA) SS

Before me, the undersigned authority, on this day personally appeared Jesse W. Schumacher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Oct day of 9, 1936.

(SEAL) Emil Barta Notary Public in and for Brazoria County, Texas.

Filed for record at 3 o'clock P. M. Oct 15 1936, H. R. Stevens, Clark County Court, Brazoria County, Texas. By Bob Monarch Deputy.

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6953

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, F. K. Stevens, being the owner of certain of the hereinafter described tracts, and part owner of the rest of the hereinafter described tracts, and acting for myself and as agent for my co-owners to-wit, Harrison Oil Company and J.S. Abercrombie Company, for and in consideration of the sum of Nineteen (\$19.00) Dollars, cash to me in hand paid by R. E. L. Stringfellow of Brazoria County, Texas, do hereby lease unto the said R. E. L. Stringfellow for grazing purposes only, the following described land in Brazoria County, Texas, described as follows, to-wit:

Tracts owned by F. K. Stevens individually: An undivided one-half (1/2) interest in the following tracts: Tracts 18 and 114 in Division 9 and Tracts 41 and 92 in Division 10 of the Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas,

Tracts owned by F. K. Stevens, together with Harrison Oil Company and J.S. Abercrombie Company:

Tracts 8 and 10 in Division 4, Tract 95 in Division 7, Tracts 5, 6, 24, 30, 39,

45, 46, 85 and 110 in Division 8, Tracts 20, 21, 24, 85, 86, 120, 128, 129, 134, 158, 177 and 179 in Division 9, and Tracts 40, 75, 79, 82, 83, 85, 87, 89, 98, 113, 116 and 117 in Division 10, all being a portion of the Brazos Coast Investment Company's Subdivision of the P. J. Calvit League, Abstract No. 51 in Brazoria County, Texas.

This lease is for a term of five (5) years and the rental is to be the sum of Nineteen (\$19.00) Dollars per year, which is to be paid on or before October 1st each year. The consideration paid at the delivery of this lease is payment for the first year ending October 1, 1937. This lease is made subject to sale, and shall also be inferior to any and all mineral developments or leases that may be placed thereon, and lessor reserves the right to lease said land for mineral development in any manner deemed best, and this grazing lease shall not in any manner interfere with such mineral lease or mineral development. Lessor herein, his heirs and assigns also reserves the right of ingress and egress to said premises for the purpose of inspection of said land for any and all purposes.

Lessee herein is given the right to fence or place any improvements on said land, and if for any reason said lease should be voided, or at the termination hereof lessee to have the right to remove all improvements placed thereon by him within a reasonable time. Lessee shall not have the right to sub-lease said land without the written consent of the Lessor herein his heirs or assigns.

Witness our hands in duplicate originals this 1st day of October 1. D. 1936.

F. K. Stevens Lessor
Individually and as Agent for
Harrison Oil Company and
J.S. Abercrombie Company.

R. E. L. Stringfellow Lessee

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared F. K. Stevens, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1st day of October, A. D. 1936.

(SEAL) John A. Follett Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared R. E. L. Stringfellow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of October, A. D. 1936.

(SEAL) G. C. Hardman Notary Public in and for Brazoria County, Texas. J. P. & Ex-Officio Notary Public in and for Brazoria County, Texas.

Filed for record at 4 o'clock P. M. Oct 15 1936, H. R. Stevens, Clerk County Court, Brazoria County, Texas. By Bob Monarch Deputy.

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7017

R E L E A S E

THE STATE OF TEXAS)
COUNTY OF DALLAS) SS

KNOW ALL MEN BY THESE PRESENTS: That Whereas, by instrument dated March 12, 1935, recorded in Volume 265, Page 188, of the Deed Records of Brazoria County, Texas, Marvel Oil Company assigned unto The Continental Supply Company fifty-one hundred twenty-eighths (50/128th) of the gross oil and gas to be produced from a certain oil and gas lease in

capacity therein stated.

GIVEN UNDER my hand and seal of office this 19th day of August A. D. 1937.

(SEAL) Myrtle Mancias, Notary Public Matris County, Texas.

THE STATE OF TEXAS)

COUNTY OF BRASORIA)

298/7
BEFORE ME, THE undersigned authority, on this day personally appeared P. E. Stevens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this the 24th day of August, A. D., 1937.

(SEAL) Alice Reid, Notary Public within and for Brasoria County, Texas.

Filed for Record at 2 o'clock P. M. Oct 18 1937 H. R. Stevens, Clerk County Court
Brasoria County, Texas By Bob Monarch, Deputy

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8718

THIS DEED made this 19th day of August 1937, between Harrison Oil Company, J. S. Abercrombie Company and P. E. Stevens of __ County, State of __ party of the first part, and the UNITED STATES OF AMERICA, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brasoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 39 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brasoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the west line of the 5-acre tract known as Lot No. 24, located in the Brasos Coast Investment Company Sub-Division No. 5, F. J. Calvit Survey, Abstract No. 81, Brasoria County, Texas and the reference line of the Louisiana and Texas Intracoastal Waterway opposite center line Station 202 / 053.5; thence along said west line in a northwesterly direction to an intersection with the right-of-way line of the said Intracoastal Waterway; thence in a northeasterly direction along said right-of-way line to an intersection with the east line of Lot No. 24; thence along said east line of Lot No. 24 in a southeasterly direction to an intersection with the north bank of the old Intracoastal Canal; thence along said north bank of the Old Intracoastal Canal in a southwesterly direction to an intersection with the west line of Lot No. 24; thence along said west line of Lot No. 24 in a northwesterly direction to the place of beginning, all as shown on the said map and containing 1.8 acres, more or less.

It being intended by this instrument to convey an easement and right-of-way and to give permission for necessary spoil dump as hereinafter recited, over all lands that first party may own adjacent to the Louisiana and Texas Intracoastal Waterway in Brasoria County, Texas, and over which the Intracoastal Waterway will be constructed and maintained by the party of the second part, the said right-of-way and spoil dump, however, to conform to the map of the Louisiana and Texas Intracoastal Waterway on record in the office of the County Clerk of Brasoria County, Texas.

AND WHEREAS the party of the second part is carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purposes

connection with the said work of improvement.

NOW THEREFORE, the said party of the first part, for and in consideration of the sum of One & no-100- Dollars, paid by (or on behalf of) the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredge material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement, and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 24, of the Brasen Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 3.2 acres, more or less. "It is understood and agreed that, insofar as possible without increasing the cost of constructing or maintaining the waterway, the United States will, in exercising its rights under this easement, so conduct the work of constructing and maintaining the waterway as to prevent damage to structures or improvements located in the spoil disposal area."

RESERVING, HOWEVER, to the party of the first part, his heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part and he is lawfully seized in fee of the aforegranted premises; that the said premises are free from all encumbrances, that he has good right to sell and convey same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants, and contractors from any and all claim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, party of the first part, have set hereto their hands and seals on the day and year above written.

(CORP. SEAL)

ATTEST:

W. M. Gaston
Secretary

HARRISON OIL COMPANY

By D. J. Harrison
President

(CORP. SEAL)

ATTEST:

R. H. McCullough
Asst. Secretary

J. S. ABERCROMBIE COMPANY

By J. S. Abercrombie
President

F. K. Stevens

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority in and for Harris County, Texas on this day personally appeared D. J. Harrison, President of Harrison Oil Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 19th day of August, A. D. 1937
(SEAL) Myrtle Mancias, Notary Public Harris County, Texas
STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority in and for Harris County, Texas on this day personally appeared J. S. Abercrombie, President of J. S. Abercrombie Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; and in the capacity therein stated.

GIVEN under my hand and seal of office this 19th day of August, A. D. 1937.
(SEAL) Myrtle Mancias, Notary Public Harris County, Tex.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared F. K. Stevens, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 24th day of August, A. D., 1937.
(SEAL) Alice Reid, Notary Public within and for Brazoria County, Texas.

Filed for Record at 2 o'clock P. M. Oct 25 1937 H. R. Stevens, Clerk County Court
Brazoria County, Texas By Bob Monarch, Deputy

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8719

THIS DEED made this 19th day of August, 1937, between Harrison Oil Company, J. S. Abercrombie Company and F. K. Stevens of __ County, State of __ party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 88 on the map of the Intracoastal Canal Waterway, dated October 30, 1934, certified to by E. H. Marks Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 8-acre tract known as Lot No. 6 of the Brazos Coast Investment Company's Sub-division No. 3, F. J. Calvit Survey Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 6 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 204 / 550.0; thence in a northeasterly direction along the north right-of-way line of said Louisiana and Texas Intracoastal Waterway to an intersection with the east line of said Lot No. 6; thence in a southeasterly direction along the east line of said Lot No. 6 to an

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared H. W. Burns, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 30 day of Dec, A. D., 1942

(SEAL) J L Main Notary Public in and for Brazoria County, Texas. J P & Ex officio

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Ruth Burns, wife of H. W. Burns, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth Burns acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office on this the 30 day of Dec, A. D., 1942.

(SEAL) J L Main Notary Public in and for Brazoria County, Texas. J. P. & Ex officio

Filed for Record at 12:50 o'clock P M Jan 14 1943 J R Monarch Clerk County

Court Brazoria Co., Texas

6168

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KNOW ALL MEN BY THESE PRESENTS: That, HARRISON OIL COMPANY, a Corporation organized under the laws of the State of Texas, with its principal office at Houston, Harris County, Texas, acting herein by and through its President, D. A. Little, duly authorized by proper resolutions of the stockholders and the Board of Directors of Harrison Oil Company for the consideration hereinafter expressed, has granted, transferred, assigned and conveyed, and by these presents does grant, transfer, assign, and convey unto Magnolia Petroleum Company, a Corporation organized under the laws of the State of Texas, its successors and assigns, all of its assets and properties, in the County or Parish of Brazoria, State of Texas, described as follows:

OIL AND GAS LEASES IN BRAZORIA COUNTY, TEXAS

File	Lessor	Lessee	Date	Acres	Recorded Bk.	Pg.
485	A. L. Lawellen et al	R. Wagner	10-12-29	20.00	217	459
	Lots 14 and 15, ACH&B RR Co. Survey, Sec. 91					
486	Fred Elving	W. R. Stockwell	3-19-31	10.00	228	429
	Lot 13, Section 91, ACH&B RR Survey					
488	T. T. Stratton, et al	Harrison Oil Co., et al	10-4-32	10.00	236	233
	Lot 4, ACH&B RR Survey, Abst. 402					
613	Louis Angapurger	J. L. Foutre	11-17-33	120.00	246	408
	Part of Lots 19 and 20 of the C. Breen League					
614	Charline B. Osburn	J. L. Foutre	11-18-33	349.65	246	402
	Out of the Charles Breen League					
615	Ira M. Troyer, et ux	J. L. Foutre	11-18-33	109.50	246	479
	Lots 7 through 13, Blocks 15 and 16, MacDonald re-subdivision of a part of the Charles Breen League					
615A	West Texas Abstract and Guarantee Company	R. M. MacDonald	12-1-33	50.00	250	17
	Out of the Charles Breen League					

616	David Kauffman	J. L. Poutra	11-17-35	100.00	244	423
	Part of Lots 20 and 21 of the Charles Breen League					
617	Bernard River Land Development Co.	Harrison Oil Co., et al	11-22-33	5592.67	246	426
	1909.67 acres, more or less, in the SW $\frac{1}{4}$ of the Charles Breen League					
	3100.00 acres, more or less, in the Oliver Jones League and					
	500.00 acres, more or less, in the Imla Keep League					
618	R. D. MacDonald	Harrison Oil Co., et al	11-25-33	299.79	246	411
	235.29 acres out of the Chas. Breen League and 64.50 acres out of the Lower middle					
	1/4 of the Imla Keep League					
620	Bernard River Land Development Co., et al	Harrison Oil Co., et al	11-25-33	341.95	246	398
	191 acres out of the Imla Keep League and 150.95 acres out of the Chas. Breen League					
622	Mrs. C. Larsen et vir	J. L. Poutra	11-18-33	195.00	246	418
	Out of the Charles Breen League					
626	West Texas Abstract and Guarantees Co.	R. D. MacDonald	12-8-33	50.00	250	176
	Out of the Charles Breen League					
627	J. R. Smith, et al	J. L. Poutra	4-25-34	40.00	250	188
	Out of the Polly and Chance League					
628	T. Barthelsen	J. L. Poutra	12-20-33	38.20	250	193
	Out of the Charles Breen League					
629	Eric Edling	J. L. Poutra	12-23-33	38.20	250	193
	Out of the Charles Breen League					
629	Waldo Edling	J. A. Hafner	12-11-33	38.50	250	21
	Out of the Charles Breen League					
643	Katherine Saunders et al	Harrison Oil Co. et al	9-5-34		255	482
	All their interest in the Charles Breen League					
Oil & Gas Leases, Brazoria County, Texas						
File	Lessor	Lessee	Date	Acres	Recorded Bk. & Pg.	
654	Eric Edling et al	F. E. McAuliffe	7-6-34	319.40	250	465
	65.0 acres out of the Charles Breen League, and					
	254.4 " " " " Polly & Chance League					
660	Christina Larsen, Odn. of Glen Edling, Minor	Harrison Oil Co. et al	7-16-34	319.40	250	592
	65.0 acres out of the Charles Breen League,					
	254.4 " " " " Polly & Chance League, and					
	78.2 " " " " Charles Breen League					
663	Joseph B. Davis et al	Harrison Oil Co. et al	9-5-34		354	505
	All their interest in the Charles Breen League					
663	Joe. S. LeFils Jr.	Harrison Oil Co.	9-14-34		255	487
	All their interest in the Charles Breen League					
632	T. M. Smith et ux	J. D. Cooper	5-15-34	13.60	250	199
	13.60 acres out of the Charles Breen League					
643	Geo. Grimes et ux	Harrison Oil Co. et al	1-5-38	55.00	296	373
	55 acres out of the Charles Breen League					
643	Alden W. Foster	Harrison Oil Co. et al	7-25-38	55.00	309	283
	55 acres out of the Charles Breen League					
643	Geo Duncan Jr. et ux	Harrison Oil Co. et al	7-25-38	1.00	311	613
	1 acre in the Charles Breen League					
643	Harry Cheneault et ux	Harrison Oil Co. et al	7-26-38	10.00	309	2
	Part of Lots 8 & 10, Block B, of the Suburban Gardens Farm Tracts					
	2/3 of the Imla Keep League					

633	Mrs. J. E. Bennett	Harrison Oil Co. et al	9-28-39	9.85	382	94
	Lot 6, Block B, Suburban Gardens Farm Tracts S/D of the Ida Keap League					
633	W. C. Hammond et ux	Harrison Oil Co. et al	7-19-38	10.50	304	586
	Lot 4, Block B, Suburban Gardens Farm Tracts S/D of the I. Keap League					
635	F. W. Dailey	Harrison Oil Co. et al	12-24-37	101.08	298	590
	Part of Lots 2 & 3 of a S/D of the H-1/2 of the Chas. Breen League					
636	Christina Larsen et vir	J. L. Poutre	4-12-34	2200.00	250	114
	2200 acre, more or less, out of the Polly & Chance League					
638	E. W. Patton et al	J. L. Poutre	3-28-34	2200.00	253	86
	2200 acres, more or less, out of the Polly & Chance League					
639	D. J. Harrison et al	Harrison Oil Co. et al	5-20-36	1948.00	279	282
	1948 acres, more or less, out of the Polly & Chance League					

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Oil and Gas Leases in Brazoria County, Texas

File	Lessor	Lessee	Date	Acres	Recorded Vol.	Page
639	F. A. Fisher	J. A. Hafner, Jr., Tr.	12-15-33	20.00	250	27
	Lot 6 of the MacDonald Subdivision of Tracts 15, 16 and 17 of the Charles Breen League					
639	F. A. Fisher	Harrison Oil Co., et al	12-20-37	20.00	298	562
	Same description as above					
641	Barry Chenault et ux	J. A. Hafner, Jr., Tr.	12-26-33	20.00	250	7
	In the Charles Breen League					
641	Barry Chenault et ux	Harrison Oil Co., et al	6-5-37	20.00	294	39
	Same description as above					
641	Anna Louise Short	J. A. Hafner, Jr., Tr.	12-28-33	20.00	250	249
	Out of the Charles Breen League					
641	Anna Louise Short	Harrison Oil Co., et al	6-22-38	20.00	305	425
	Same description as above					
641	Kathryne Woolley et vir	J. A. Hafner, Jr., Tr.	12-26-33	20.00	250	12
	Out of the Charles Breen League					
641	Kathryne Woolley et vir	Harrison Oil Co., et al	6-22-38	20.00	305	428
	Same description as above					
641	Mollie Short et vir	J. A. Hafner, Jr., Tr.	12-26-33	20.00	250	15
	Out of the Charles Breen League					
641	Mollie Short et vir	Harrison Oil Co., et al	6-5-37	20.00	292	448
	Same description as above					
641	J. R. Smith	Harrison Oil Co., et al	9-23-38	20.00	311	13
	In the Charles Breen League					
641	Lydia Hammond et vir	J. A. Hafner, Jr., Tr.	12-26-33	20.00	250	4
	Out of the Charles Breen League					
641	Lydia Hammond et vir	Harrison Oil Co., et al	6-5-37	20.00	294	44
	Same description as above					
641	Huldah Gans	Harrison Oil Co., et al	8-9-37	20.00	293	157
	Out of the Chas. Breen League					
641	O. J. Crosson	S. F. Gilley	5-15-34	20.00	248	585
	Out of the Charles Breen League					
641	Will Hall Chenault	J. A. Hafner, Jr., Tr.	12-26-33	20.00	250	18
	Out of the C. Breen League, being the same as O. J. Crosson Tract					

641	Will Hall Chenault	Harrison Oil Co., et al	8-8-37	20.00	294	42
Same description as above						

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Oil & Gas Leases, Brazoria County, Texas

File	Lessor	Lessee	Date	Acres	Recorded Bk. & Pg.
641	W. H. Chenault et ux	S. F. Gilley	5-17-34	7.00	249 611
7 acres out of the Chas. Breen League					
641	W. H. Chenault et ux	Harrison Oil Co., et al	8-8-37	10.00	294 33
10 acres out of the Chas. Breen League					
641	Wm. Chenault et ux	R. J. St. Germain	6-7-34	3.00	252 542
3 acres out of the Chas. Breen League					
641	J. M. Copeland et ux	J. L. Poutra	11-28-34	20.00	258 85
20 acres of land out of the Charles Breen League					
641	J. M. Copeland et ux	Harrison Oil Co. et al	8-8-37	20.00	292 506
Same description as above					
642	W. C. Graham et ux	J. A. Hafner, Jr.	12-11-33	20.00	250 9
20 acres in the Chas. Breen League					
642	W. C. Graham et ux	S. F. Gilley	5-15-34	5.00	248 573
5 acres of land out of the Charles Breen League					
656	Chris Birkey et ux	J. L. Poutra	6-13-34	18.50	252 102
Lots 22 & 23, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League					
656	Chris Birkey et ux	Harrison Oil Co. et al	8-10-38	18.50	308 253
Same description as above					
648	Mrs. M. F. Chenault et al	J. L. Poutra	5-24-34	27.50	250 245
Lots 11, 24 & 25, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League					
648	Mrs. M. F. Chenault et al	Harrison Oil Co. et al	7-21-38	27.50	307 128
Same description as above					
648	Mabel Ballard et vir	Harrison Oil Co. et al	8-16-38	2.41	309 198
Lot 19, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League					
648	D. M. Hankins et al	Harrison Oil Co. et al	8-24-38	2.41	310 120
Lot 19, Block B, Suburban Garden Farm Tracts S/D of the I. Keep League					
648	Louis Augspurger et ux	Harrison Oil Co. et al	9-28-38	2.50	309 491
Lot 18, Block B, Suburban Garden Farm Tracts S/D of Imla Keep League					
648	R. L. Cone et ux	Harrison Oil Co. et al	12-2-39	2.50	323 530
Lot 18, Block B, Suburban Garden Farm Tracts S/D of Imla Keep League					
648	T. J. Duncan et al	Harrison Oil Co. et al	5-22-39	2.00	319 167
Lot 20, Block B, Suburban Garden Farm Tracts S/D of Imla Keep League					
656	G. Z. Sadler et ux	J. L. Poutra	5-23-34	20.00	252 99 & 264 522
Lots 4 & 5 of the MacDonald Subdivision of the Charles Breen League					
659	C. N. Markle et al	J. L. Poutra	4-6-34	314.02	251 480
314.02 acres out of the Polly & Chance League					
661	Nellie Smith et vir	J. L. Poutra	11-18-33	50.00	251 594
50 acres out of the Charles Breen League					

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Oil and gas leases in Brazoria County, Texas

File	Lessor	Lessee	Date	Acres	Recorded Vol. & Pg.
669	H. B. Veasey	R. J. St. Germain	3-11-38	10.00	302 593
Lot 44, Block C. Industrial Land Co. Subdivision of the Imla Keep League					

489	M. L. Vasey	R. J. St. Germain	8-7-39	10.00	319	344
	Lot 41, Block C, Industrial Land Co. Subdivision of the Imla Keep League					
1364	Ashley F. Wilson et al	Harrison Oil Co., et al	7-18-39	500.00	318	351
	Out of the South corner of the David McCormick League					
1365	Bernard River Land Development Co.	Harrison Oil Co., et al	4-3-38	911.52	272	74
	Out of the Imla Keep League					
1365	Zoe Blunt MacDonald	Harrison Oil Co., et al	8-2-39	911.52	318	345
	Confirmation of the above lease from B. R. L. D. Co.					
1386	Coastal Oil & Transport Co.	Harrison Oil Co., et al	3-7-39	37.50	323	253
	Lots 6-12 inclusive in Block 23; Lots 7-10 inclusive in Block 8; South 20 acres of Lots 11 to 13 inclusive in Block 7, Third S/D of the M. B. Nuchols League					
1386	Ethel Dunn et vir	Harrison Oil Co., et al	12-2-38	12.50	313	333
	Lots 9-12 inclusive in Block 23; Lots 7 to 10 inclusive in Block 8; South 20 acres of Lots 11-13 inclusive in Block 7, Third S/D of the M. B. Nuchols League					
1386	J. L. Poutra	Harrison Oil Co., et al	6-2-39	50.00	319	342
	Lot 10 and North 10 acres of Lots 11, 12 and 13, Block 7; Lot 1 in Block 8; Lots 5 & 6 in Block 9; Lots 9-12 inclusive in Block 23; Lots 7-10 inclusive in Block 8; and South 20 acres of Lots 11 to 13, inclusive in Block 7, Third S/D of the M. B. Nuchols League					
1386	Edward Aaron et ux	Harrison Oil Co., et al	10-24-38	270.00	311	297
	Lots 13-16 inclusive in Block 6; Lots 10-13 inclusive in Block 7; Lots 1, 7, 8, 9 and 10 in Block 8, Lots 1 to 6 inclusive and Lots 13-16 inclusive in Block 9 and Lots 9-12 inclusive in Block 23, Third S/D of the M. B. Nuchols League					
1386A	Louis C. Arp	Harrison Oil Co., et al	10-27-39	10.00	323	327
	Lot 14, Blk. 7, Third Subdivision of the M. B. Nuchols League					
1386A	St Louis Brownsville & Mexico Ry.	Harrison Oil Co., et al	7-5-40	0.25	335	131
	Lots 11 to 14 inclusive, Block 7, 3rd Subdivision of the M. B. Nuchols League					
1453	F. W. Mueller et ux	R. D. MacDonald	10-10-38	240.00	311 & 318	300 & 324
	Lots 9 to 12 inclusive, Block 6; Lots 1-8 inclusive and Lots 15-20, inclusive in Block 7; Lots 9 to 12, inclusive in Block 8; and Lots 3 & 4 in Block 20 of the Third Subdivision of the M. B. Nuchols League					
1453A	St Louis, Brownsville & Mexico Ry.	Harrison Oil Co., et al	7-5-40	3.46	335	125
	Lots 7-10 inclusive in Block 7, Third Subdivision of the M. B. Nuchols League					
1453A	St Louis, Brownsville & Mexico Ry.	Harrison Oil Co., et al	9-5-41	0.76	357	37
	Lots 5 & 6, Block 7, Third Subdivision of the M. B. Nuchols League					

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Oil & Gas Leases, Brazoria County, Texas

File	Lessor	Lessee	Date	Acres	Recorded Bk. & Pg.
1453A	L. C. Arp et al	Harrison Oil Co., et al	10-27-39	10.00	323 325
	Lot 9, Block 7, Third Subdivision of the M. B. Nuchols League				
1452	F. W. Mueller et al	R. D. MacDonald	10-10-38	330.00	311 292
	Lots 1 to 6, inclusive, and Lots 16 to 20, inclusive, in Block 21; Lots 1 to 20, inclusive, in Block 22; and Lots 16 to 20 inclusive, in Block 8, in the Third Subdivision of the M. B. Nuchols League				
1475	Geo. S. Waddy	Harrison Oil Co. et al	8-24-37	10.00	293 288
	10 acres out of the Polly & Chance League				
1475	T. L. Smith et al	Harrison Oil Co. et al	7-18-41	20.96	350 159
	Lots 2-A and 2-B of the Larkin Waddy Subdivision of the Polly & Chance League				

1475	Scott Struman et al	T. M. Nowlin	8-23-34	20.00	248	608
1475	Lots 2-A and 2-B of the Larkin Waddy Subdivision of the Polly & Chance League	Harrison Oil Co. et al	7-10-39	20.00	319	354
1475	Confirmation of the above lease to T. M. Nowlin	Harrison Oil Co. et al	6-2-34	20.00	250	319
1478	Lots 2-A and 2-B of the Larkin Waddy Subdivision of the Polly & Chance League	Harrison Oil Co. et al	12-20-38	10.00	314	125
637	Shed Waddy et ux	Harrison Oil Co. et al	6-19-41	25.00	353	44
637	Lot 5 of the MacDonald Subdivision of the Polly & Chance League	Harrison Oil Co. et al	8-20-41	15.00	345	467
637	Chas. Grovey, Jr.	Harrison Oil Co. et al	9-29-34	12.28	256	408
637	Lots 3 & 4 of the R. D. MacDonald Subdivision of the Polly & Chance League	Harrison Oil Co. et al	6-2-39	12.28	318	337
1189	Federal Royalty Corp.	Harrison Oil Co. et al	8-24-38	2.56	310	15
1189	Part of Lots 3 & 4 of the MacDonald Subdivision of Polly & Chance League	Harrison Oil Co. et al	9-19-38	2.50	309	395
1189	R. D. MacDonald	Harrison Oil Co. et al	11-30-38	2.50	312	447
1189	Lot 8 of the MacDonald Subdivision of the Polly & Chance League	Harrison Oil Co. et al	8-18-38	10.00	307	412
1480	Same description as above	Harrison Oil Co. et al				
1480	Mollie C. Short et al	Harrison Oil Co. et al				
1480	Part of Lot 18, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League	Harrison Oil Co. et al				
1480	Mrs. Winneanna Wilkins et vir	Harrison Oil Co. et al				
1480	Part of Lot 18, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League	Harrison Oil Co. et al				
1480	First State Bank of Sweeny	Harrison Oil Co. et al				
1480	Part of Lot 18, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League	Harrison Oil Co. et al				
1480	D. M. Rimmer et ux	Harrison Oil Co. et al				
1480	Part of Lots 10 & 19, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League	Harrison Oil Co. et al				

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Oil & Gas Leases, Brazoria County, Texas

File	Lessor	Lessee	Date	Acres	Recorded Bk. & Pg.
1480	C. C. Pope et al	J. L. Poutra	6-6-34	3.00	249 606
1480	Part of Lot 9, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League	Harrison Oil Co. et al	8-8-38	3.00	307 463
1480	John Chenault et ux	Harrison Oil Co. et al	7-19-38	7.00	306 582
1480	Part of Lot 9, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League	Harrison Oil Co. et al	7-23-38	4.00	307 125
1508	R. S. Todd et ux	Harrison Oil Co. et al	11-22-39	40.00	324 215
1508	L. P. Schweikart & P. B. Kalb	Zeni Oil Co.	1-4-36	4.506	275 173
1536	All land owned by lessors in the Charles Breen League	Harrison Oil Co. et al	11-25-39	5.00	326 31 & 329
1536	J. W. Pressley et al	J. W. Reynolds	12-14-35	5.782	274 265
1536	Part of Lot 27, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League	Harrison Oil Co. et al	11-29-39	5.79	326 160
1536	J. W. Pressley et al	Harrison Oil Co. et al	8-6-38	10.288	308 259
1536	W. A. Woodrum et ux				
1536	Part of Lot 27, Block B, Suburban Garden Farm Tracts S/D of the Imla Keep League				
1536	W. A. Woodrum et ux				
1536	Same description as above				
1536	C. R. Cason				
1536	Lot 17, Block B, Suburban Garden Farm Tracts S/D of the I. Keep League				

1536	A. M. Orr	J. W. Reynolds	12-12-35	10.288	275	280
	Lot 16, Block B, Suburban Garden Farm Tracts S/D of the I. Keep League					
1536	Mrs. Mollie Brockman	R. D. MacDonald	12-14-35	10.288	274	198
	Lot 26, Block B, Suburban Garden Farm Tracts S/D of the I. Keep League					
1540	Althea Beal	J. G. Lee	1-3-34	170.00	245	199
	Lots 11 to 17, inclusive, in Block B and Lots 6 to 15, inclusive, in Block 21, M. B. Nichols League					
1560	Althea Beal	Harrison Oil Co. et al	10-26-38	170.00	311	319
	Same description as above					
1563	D. H. Chennault	Harrison Oil Co. et al	11-4-38	30.00	312	96
	30 acres out of the C. Breen League					
1714	E. F. Meador et al	Harrison Oil Co. et al	8-1-39	48.00	380	317
	All of Lots 16, 49, 54, 55 & 56, Block C of the Hurd S/D of the Imla Keep League					

Oil & Gas Leases, Brazoria County, Texas - Page 8

File No.	Lessor	Lessee	Date	Acres	Recorded Vol.	Page
1543	J. B. Sewell et ux	Harrison Oil Co. & J. S. Abercrombie Co.	6/25/38	0.88	307	498
	Lots 1, 2, 3, 11, 12, 13 & 14, Block 23, Sweeny Townsite, Imla Keep Lge.					
1884	F. F. Meador et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		331	125
	Lots 15, 16 & 17, Block 30, Sweeny Townsite, Imla Keep Lge.					
1885	Jas. Kimbrow, Sr. et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40		331	128
	Lots 10 & 11, Block 16, Sweeny Townsite, Imla Keep League.					
1886	J. F. Garrison	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		331	129
	Lot 18, Block 39, Sweeny Townsite, Imla Keep League.					
1887	J. E. Brown et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/12/40		331	135
	Lots 7, 8, 9 & 10, Block 48, Sweeny Townsite, Imla Keep League.					
1888	D. R. Lindsey et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40		331	138
	Lots 8, 9 & 10, Block 23, Sweeny Townsite, Imla Keep League.					
1889	Paul H. Lindsey	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40		331	143
	Lot 7, Block 23, Sweeny Townsite, Imla Keep League.					
1890	Winston Chennault et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40		331	146
	Lots 22, 23, 24, 25, & 26, Block 29, Sweeny Townsite, Imla Keep League.					
1891	D. T. Curtis et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		331	149
	Lots 12 & 13, Block 43, Sweeny Townsite, Imla Keep League.					
1892	Clyde Walters	Harrison Oil Co. & J. S. Abercrombie Co.	3/13/40		331	153
	Lot 4, Block 43, Sweeny Townsite, Imla Keep League.					
1893	John T. Plunk et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40		331	156
	Lot 7, Block 44, Sweeny Townsite, Imla Keep League.					
1894	S. E. Plunk et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		331	160
	Lots 12, 13 & 14, Block 27, Sweeny Townsite, Imla Keep League.					
1895	H. W. Pool et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/15/40		331	164
	N or NW 1/2 of Lot 18 and S or SE 1/2 of Lot 19, Block 55, Sweeny Townsite, Imla Keep League.					

1896	Arnold Harvill et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/14/40	331	167
	Lot 11, Block 43, Sweeny Townsite, Imla Keep League.				
1897	Barry Chensault	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40	331	171
	Lots 3, 4, & 5, Block 20, Sweeny Townsite, Imla Keep League.				
1899	J. T. Orr et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/9/40	331	174
	Lots 5, 6 & 7, and part of Lots 27 & 28, all in Block 39, Sweeny Townsite, Imla Keep League.				

Oil & Gas Leases, Brazoria County, Texas - Page 9.

File No.	Lessor	Lessee	Date	Acres	Recorded Vol.	Page
1900	H. M. Grover et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/19/40		331	178
	Lots 8 & 9, Block 44, Sweeny Townsite, Imla Keep League.					
1901	R. F. Martin et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/12/40		331	181
	Lots 14 & 15, Block 8, Sweeny Townsite, Imla Keep League.					
1902	E. S. Clark et	Harrison Oil Co. & J. S. Abercrombie Co.	3/9/40		331	185
	Lots 17, part of Lots 16 & 18, Block 51, and Lots 1, 2 & 3, Block 32, Sweeny Townsite, Imla Keep League.					
1903	Church of Christ of Sweeny, Texas.	Harrison Oil Co. & J. S. Abercrombie Co.	3/22/40		331	188
	Lots 1, 2, 3 & 4, Block 6, and Lot 9, Block 7, Sweeny Townsite, Imla Keep League.					
1904	Mollie Short et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/20/40		329	429
	Lots 4 to 10, inc., Block 22, Sweeny Townsite, Imla Keep League.					
1905	F. F. Walters et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/15/40		331	192
	Lots 1, 2 & 3, Block 27, Sweeny Townsite, Imla Keep League.					
1906	Peter Grain et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/20/40		331	195
	Lot 3, Block 34, Sweeny Townsite, Imla Keep League.					
1907	Leona A. Ward et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		331	199
	Lot 14, and part of Lot 7, Block 33, Sweeny Townsite, Imla Keep Lge.					
1908	First Baptist Church of Sweeny, Texas.	Harris - Oil Co. & J. S. Abercrombie Co.	3/19/40		331	203
	Lots 5 & 6, Block 19, Sweeny Townsite, Imla Keep League.					
1909	Ema L. Bryan et vir	Harrison Oil Co. & J. S. Abercrombie Co.	4/12/40		331	206
	Lots 1, 4, 7, 8, & 9, Block 53, and Lots 15 & 16, Block 39, Sweeny Townsite, Imla Keep League.					
1910	Beulah Emerick	Harrison Oil Co. & J. S. Abercrombie Co.	4/11/40		331	210
	Lot 8, Block 18, and Lot 12, Block 31, Sweeny Townsite, I. Keep Lge.					
1911	Mary Bergen et vir	Harrison Oil Co. & J. S. Abercrombie Co.	3/22/40		331	213
	Lot 9, Block 59, Sweeny Townsite, Imla Keep League.					
1912	Ira Bell	Harrison Oil Co. & J. S. Abercrombie Co.	3/22/40		331	217
	Lot 8, Block 56, Sweeny Townsite, Imla Keep League.					
1913	Leola George et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/15/40		331	220
	Lot 12, Block 8, Sweeny Townsite, Imla Keep League.					
		Harrison Oil	3/7/40		331	224

Oil & Gas Leases, Brazoria County, Texas, - Page 10.

File No.	Lessor	Lessee	Date	Acres	Recorded Vol.	Page
1916	G. R. Sigel, Tr. et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/21/40		331	227
	Lots 1, 2 & 5, Block 38, Sweeny Townsite, Imla Keep League.					
1918	Jose Duncan	Harrison Oil Co. & J. S. Abercrombie Co.	3/21/40		331	231
	Lots 1 & 2, Block 51, Sweeny Townsite, Imla Keep League.					
1917	Mollie A. Brockman	Harrison Oil Co. & J. S. Abercrombie Co.	3/18/40		331	234
	All of Block 5, comprising 10 lots, Sweeny Townsite, Imla Keep Lge.					
1918	Selkirk Harris et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		331	239
	Lot 8, Block 2, Sweeny Townsite, Imla Keep League.					
1919	H. E. Hall et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40		331	242
	Lots 19 & 20 and part of Lot 18, Block 51, Sweeny Townsite, Imla Keep League.					
1921	Mrs. Lydia B. Chenault et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/22/40		331	22
	Lots 1, 2 & 14, Block 20, Sweeny Townsite, Imla Keep League.					
1922	W. B. Davis et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		331	245
	Lots 1, 2, 3, 11, 12, 13 & 14, Block 28, Sweeny Townsite, I. Keep Lge.					
1923	J. G. Arrington et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/15/40		331	249
	Lots 7, 8, 9, 10, 11, 12 & 13, Block 20; Lots 1, 2, 3, & 4, Block 19; Lots 9 & 10, Block 18; Lot 1, Block 54; and Lots 4, 5, & 6 and part of Lot 7, Block 45, Sweeny Townsite, Imla Keep League.					
1924	J. C. Rayon et ux	Harrison Oil Co. & J. S. Abercrombie Co.	4/10/40		331	252
	Lots 15 & 16, Block 38, Sweeny Townsite, Imla Keep League.					
1925	J. W. Wilkins et ux	Harrison Oil Co. & J. S. Abercrombie Co.	4/20/40		331	256
	Lots 6 to 12, inc., Block 29, Sweeny Townsite, Imla Keep League.					
1926	Geo. C. Davis	Harrison Oil Co. & J. S. Abercrombie Co.	4/17/40		331	259
	Strip of land out of the south corner of Block 40, Sweeny Townsite, Imla Keep League.					
1930	R. L. Cone et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/19/40		331	263
	Lot 9, Block 27, Sweeny Townsite, Imla Keep League.					
1931	J. H. Nichols et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/20/40		331	267
	Lot 6, Block 54, Sweeny Townsite, Imla Keep League.					
1932	Levi Harkins	Harrison Oil Co. & J. S. Abercrombie Co.	4/9/40		330	145
	Lot 7, Block 16, and Lots 10 & 12, Block 33, Sweeny Townsite, Imla Keep League.					
1933	Methodist Church of Sweeny, Texas.	Harrison Oil Co. & J. S. Abercrombie Co.	4/19/40		330	148
	Lots 10, 11 & 12, Block 50, Sweeny Townsite, Imla Keep League.					

Oil & Gas Leases, Brazoria County, Texas - Page 11.

File No.	Lessor	Lessee	Date	Acres	Recorded Vol.	Page
1934	E. J. O'Quinn et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/16/40		330	152
	Lots 1, 3, 4, & 5, Block 29, Sweeny Townsite, Imla Keep League.					
1935	F. F. Meadors et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40		330	155

Year	Owner	Property	Date	Acres	Value
1936	Prince Helm et ux	Harrison Oil Co. & J. S. Abercrombie Co.	4/13/43	330	159
		Lot 2, Block 34, Sweeny Townsite, Inla Keep League.			
1946	Arthur L. Burt et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/8/40	328	481
		Lot 1 & 2, Block 49, Sweeny Townsite, Inla Keep League.			
1947	J. W. Reynolds et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/12/40	328	454
		inc Lots 21 to 28, Block 51, Sweeny Townsite, Inla Keep League.			
1948	J. W. Reynolds et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/12/40	328	458
		Lots 11 to 14, inc., Block 48, Sweeny Townsite, Inla Keep League.			
2022	H. D. Martin et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/7/40	332	380
		Lots 1 to 13, inc., Block 57, Sweeny Townsite, Inla Keep League.			
2023	E. F. Meador et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/12/40	330	326
		Lot 3, Block 9; Lots 4, 5 & 6, Block 24; Lot 7, Block 24; Lot 11, Block 27; Lot 14 and part of Lot 7, Block 33; Lot 11 and part of Lots 12 & 14, Block 49; Lots 12 & 14, Block 49; Lots 13 & 14, Block 51; Lots 19 & 20 and part of Lot 18, Block 51, Sweeny Townsite, Inla Keep League.			
2024	George Baugh et al	Harrison Oil Co. & J. S. Abercrombie Co.	3/29/40	330	331
		Lot 10, Block 9, Sweeny Townsite, Inla Keep League.			
2025	Ruby L. G. Ward et vir	Harrison Oil Co. & J. S. Abercrombie Co.	4/15/40	330	335
		Lot 13, Block 33, Sweeny Townsite, Inla Keep League.			
2026	John McKinney et ux	Harrison Oil Co. & J. S. Abercrombie Co.	5/27/40	330	338
		Lots 7 & 8, Block 31, Sweeny Townsite, Inla Keep League.			
2028	J. W. Reynolds et ux	Harrison Oil Co. & J. S. Abercrombie Co.	5/8/40	331	545
		Lot 10, Block 7, Sweeny Townsite, Inla Keep League.			
2023	Sweeny Home Demonstration Club	Harrison Oil Co. & J. S. Abercrombie Co.	5/19/40	333	453
		Lots 8 & 9, Block 50, Sweeny Townsite, Inla Keep League.			
2094	Meth. Episcopal Ch. of Sweeny, Texas.	Harrison Oil Co. & J. S. Abercrombie Co.	7/17/40	330	569
		Lots 8 & 9, Block 16, Sweeny Townsite, Inla Keep League.			
2095	L. E. Bendershot et ux	Harrison Oil Co. & J. S. Abercrombie Co.	7/23/40	330	588
		Lot 3, Block 1, Sweeny Townsite, Inla Keep League.			

File No.	Lessor	Lessee	Date	Acres	Recorded	
					Vol.	Page
2121	Ollie Parks et vir	Harrison Oil Co. & J. S. Abercrombie Co.	3/18/40		336	112
	Lot 4, Block 15, Sweeny Townsite, Imia Keep League.					
2135	Sweeny Independent School District	Harrison Oil Co. & J. S. Abercrombie Co.	8/17/40		334	354
	All of Blocks 4 & 21, and Lots 4 to 10, inc., Block 34, Sweeny Townsite, Imia Keep League.					
2157	Brasoria County State Bank	Harrison Oil Co. & J. S. Abercrombie Co.	4/6/40		336	390
	Lots 4 to 7, inc., Block 15, Sweeny Townsite, Imia Keep League.					

2138	J. G. Arrington et ux	Harrison Oil Co. & J. S. Abercrombie Co.	12/28/40	338	638
	Lots 24, 25 & 26, Block 52, Sweeny Townsite, Inla Keep League.				
2138	Mrs. J. K. Bennett	Harrison Oil Co. & J. S. Abercrombie Co.	9/4/40	337	406
	Lot 6, Block 53, and Lots 24, 25 & 26, Block 52, Sweeny Townsite, Inla Keep League.				
2157	B. J. Roberts	Harrison Oil Co. & J. S. Abercrombie Co.	3/9/40	348	336
	Lot 13, Block 16, Sweeny Townsite, Inla Keep League.				
2158	B. L. Simmers	Harrison Oil Co. & J. S. Abercrombie Co.	3/15/40	342	340
	Lots 5 & 6, Block 48, Sweeny Townsite, Inla Keep League.				
2159	Lela Ford	Harrison Oil Co. & J. S. Abercrombie Co.	3/15/40	342	343
	Lots 1 to 4 inc., Block 33, Sweeny Townsite, Inla Keep League.				
2160	J. T. Orr	Harrison Oil Co. & J. S. Abercrombie Co.	10/22/40	342	317
	Lot 23, Block 55, Sweeny Townsite, Inla Keep League.				
2161	Mrs. M. N. Orr	Harrison Oil Co. & J. S. Abercrombie Co.	2/27/41	344	253
	Lot 21, Block 32, Sweeny Townsite, Inla Keep League.				
2161	Mrs. M. N. Orr	Harrison Oil Co. & J. S. Abercrombie Co.	10/29/40	342	321
	Lot 20, Block 32, Sweeny Townsite, Inla Keep League.				
2162	E. Grimes, Jr. et al	Harrison Oil Co. & J. S. Abercrombie Co.	6/15/40	342	324
	Lots 4 & 5, Block 16, and Lot 13, Block 9, Sweeny Townsite, I. Keep Lge.				
2163	Joe Waddy et al	Harrison Oil Co. & J. S. Abercrombie Co.	4/17/40	342	328
	Lots 1, 2 & 3, Block 15, Sweeny Townsite, Inla Keep League.				
2165	Wm. Lemon et ux	Harrison Oil Co. & J. S. Abercrombie Co.	1/25/41	342	519
	All of Block 26, and a strip of land 60 ft. in width lying between Blocks 34 and 36, Sweeny Townsite, Inla Keep League.				

Oil & Gas Leases, Brazoria County, Texas

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File	Lessor	Lessee	Date	Acres	Recorded Vol.	Pg.
1734	E. F. Meador et ux	Harrison Oil Co., et al	10-6-39	25.20	323	95
	All of Tracts 15 and 28, Block B, Suburban Garden Farm Tracts S/D of the Inla Keep League, and the Southeast 10 acres of tract 14, Block A, Magill S/D of the Inla Keep League					
1738	Augusta C. Wooding	G. J. Lee	3-6-34	40.00	246	468
	Lots 5-8 inclusive, Block 20, Hasina Colony Subdivision of the M. B. Bushola League.					
1738	Augusta C. Wooding	R. D. MacDonald	12-2-38	40.00	246	468
	Lots 5-8 inclusive, Block 20, Hasina Colony Subdivision of the M. B. Bushola League					
1491	Maggie Cooper	J. M. Copeland	1-15-38	55.00	300	299
	55 acres out of the S. F. Austin 7-1/3 League Grant					
1496	Lucinda Cooper	Harrison Oil Co., et al	11-11-38	50.00	311	496
	Out of the S. F. Austin 7-1/3 League Grant					
1499	A. W. Harvey et ux	J. M. Copeland	1-10-38	25.00	299	432
	Out of the S. F. Austin 7-1/3 League Grant.					
1499	M. P. (Mack) Harvey	J. M. Copeland	1-10-38	25.00	300	282
	Out of the S. F. Austin 7-1/3 League Grant.					

1499	Pinkie Harvey	J. M. Copeland	1-19-38	25.00	300	279
	Out of the S. F. Austin 7-1/3 League Grant.					
1500	A. Wayman Harvey, Sr., Guardian	Harrison Oil Co., et al	4-8-39	106.25	315	488
	Out of the S. F. Austin 7-1/3 League Grant.					
1500	Bunice Davis et vir	Harrison Oil Co., et al	1-5-39	106.25	313	580
	Out of the S. F. Austin 7-1/3 League Grant.					
1500	Pinkie Harvey	J. M. Copeland	1-19-38	106.25	300	260
	Out of the S. F. Austin 7-1/3 League Grant.					
1834	Vivian Hunkamp	Harrison Oil Co., et al	6-7-38	50.00	305	445
	Lots 2 to 6 inclusive, Block 8, Third S/D of the M. B. Nichols League					
1834	James Sloan et al	J. L. Poutra	9-28-34	50.00	258	507
	Lots 2 to 6 inclusive, Block 8 out of a Subdivision of the M. B. Nichols League					
1834	James Sloan et al	J. L. Poutra	3-29-37	50.00	298	610
	Same description as above.					
1862	Wright Loan & Securities Co.	Tulane Gordon	10-20-38	856.00	312	6
	Out of the S. F. Austin 5 League Grant.					

Oil & Gas Leases, Brazos County, Texas - Page 14

File No.	Lessor	Lessee	Date	Acres	Recorded Vol.	Page
1564	Buna Overton et al	Harrison Oil Co. & J. S. Abercrombie Co.	10/8/39	2	312	222
	2 acres out of Lot 22, Block B, Suburban Garden Farm Tracts S/D of the Inla Keep League.					
1635	Otto K. Moehle et ux	Oec. W. Shively	3/14/39	100	317	212
	Tract 19, Nash S/D, T. K. Davis League.					
1998	D. D. Orr et al	Harrison Oil Co. & J. S. Abercrombie Co.	12/26/39	10	328	288
	10 acres out of Lot 34 of the subdivision of the SW 1/2 of the Charles Breen League.					
1928	Sunshine Ryman et al	Harrison Oil Co. & J. S. Abercrombie Co.	4/5/40	75	328	363
	75 acres, more or less, out of the Battle, Berry & Williams League.					
1928	B. J. Richardson et ux	Jac. E. Whitehead	4/10/37	75	298	468
	75 acres, more or less, out of the Battle, Berry & Williams League.					
1938	Arie D. Sweeny et al	Harrison Oil Co. & J. S. Abercrombie Co.	4/30/40	20	344 332	330 & 54
	Lots 13 & 14, Block 6, Third S/D of the M. B. Nichols League.					
1945	F. W. Oudt et ux	Harrison Oil Co. & J. S. Abercrombie Co.	5/8/40	60	332	238
	Lots 7 & 8, Block 5, and Lots 1 to 4, inc., Block 6, Third S/D of the M. B. Nichols League.					
1949	A. W. Wilson et al	Harrison Oil Co. & J. S. Abercrombie Co.	5/20/40	75.1	331	326
	75.1 acres, more or less, out of the Battle, Berry & Williams League.					
1950	Arthur Wilson et al	Harrison Oil Co. & J. S. Abercrombie Co.	5/20/40	40	331	329
	Lots 5 to 8, inc., Block 7, Third S/D of the M. B. Nichols League.					
2027	F. C. Engelking et al	Tulane Gordon	4/11/40	871	332	504
	871 acres, more or less, out of the Oliver Jones League.					
2027	K. P. Gramau et al	Tulane Gordon	5/14/40	871	332	510
	871 acres, more or less, out of the Oliver Jones League.					
2027	Lisette H. Crawford	Tulane Gordon	5/11/40	871	332	518
	871 acres, more or less, out of the Oliver Jones League.					

2027	A. L. Hallman et al	Tulane Gordon	5/11/40	871	338	813
	871 acres, more or less, out of the Oliver Jones League.					
2027	Annie J. Engelking	Tulane Gordon	8/12/40	871	342	874
	871 acres, more or less, out of the Oliver Jones League.					
2139	C. C. Paxton et al	Harrison Oil Co. & J. S. Abercrombie Co.	10/30/42	20		
	Lots 7 & 8, Block 9, Third S/D of the M. B. Nichols League.					
2140	Ruthie Hanks et al	Clayton Smith	1/5/39	37.9	318	28
	37.9 acres of land out of the Imla Keep League.					
2140	Ruthie Hanks et al	Harrison Oil Co. & J. S. Abercrombie Co.	4/19/41	37.9	345	342
	37.9 acres of land out of the Imla Keep League.					

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Oil and Gas Leases in Brazoria County, Texas

File	Lessor	Lessee	Date	Acres	Vol.	Recorded Pg.
2175	S. L. Rugeley et al	Geo. W. Shively	10-3-40	2.89	343	687
	Out of the Burrell and Andrew Webb 28.90 acres in the Imla Keep League					
2175	Beatrice Rugeley St. Mary et al	Geo. W. Shively	2-21-41	2.89	343	633
	Out of the Burrell and Andrew Webb 28.90 acres in the Imla Keep League					
2177	Cora C. Waters et al	Jas. W. Reynolds	3-7-39	173.80	302	298
	Out of the Imla Keep League					
2185	J. R. Smith	Harrison Oil Co., et al	11-15-41	10.00	358	572
	Out of the W. D. Wilson 47.90 acres in the Imla Keep League					
1066	R. D. MacDonald	Harrison Oil Co., et al	6-2-39	375.00	318	333
	Out of the East corner of the Battle, Berry and Williams League					
1066	R. D. MacDonald	Harrison Oil Co., et al	10-3-40	375.00	342	19
	Same description as above					
1484	P. J. Reeves, et ux	Harrison Oil Co., et al	7-22-42	76.30	361	457
	Out of the Battle, Berry and Williams League					
1484	P. J. Reeves et ux	Harrison Oil Co., et al	12-24-41	76.30	358	16
	Same description as above					
1489	J. A. Woolley et ux	Harrison Oil Co., et al	5-13-40	50.00	348	308
	Out of the Battle, Berry and Williams League					
1940	Bernice R. Woolley Guardian	Harrison Oil Co., et al	7-30-40	240.23	330	684
	Out of the Battle, Berry and Williams League					
621	Zoe Blunt MacDonald et vir	Harrison Oil Co., et al	6-2-39	500.00	318	339
	Out of the West end of the Imla Keep League lying South of the St. Louis, Brownsville and Mexico Ry.					
621	Zoe Blunt MacDonald, et vir	Harrison Oil Co., et al	10-3-40	500.00	342	14
	Same description as above.					
1493	Clemmie Jordan et al	Harrison Oil Co., et al	11-29-36	25.00	312	246
	Out of the S. F. Austin 7-1/3 League Grant.					
1496	Annie Cooper Fisher	Harrison Oil Co.	11-25-38	50.00	312	519
	Out of the S. F. Austin 7-1/3 League Grant					
1496	Maggie Cooper	J. M. Copeland	1-15-38	50.00	300	299
	Out of the S. F. Austin 7-1/3 League Grant					
1700	Edna B. Matthews	Harrison Oil Co., et al	6-22-39	10.00	320	85
	Undivided 1/2 interest in 10 acres, Lot 19 SW 1/4 Hooper & Wade Section 8, Abst. 489					

FEE LAND, BRAZORIA COUNTY, TEXAS

File No.	Grantor	Grantee	Date	Acres	Recorded Vol.	Page
300	F. K. Stevens	Harrison Oil Co. et al	7/10/30	5	226	397
	Tract 170, Div. 15, Brazos Coast Investment Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
301	F. K. Stevens	Harrison Oil Co. et al	7/10/30	5	226	398
	Tract 264, Div. 15, Brazos Coast Investment Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
302	F. K. Stevens	Harrison Oil Co. et al	7/10/30	5	226	401
	Tract 308, Div. 15, Brazos Coast Inv. Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
303	F. K. Stevens	Harrison Oil Co. et al	7/10/30	5	226	403
	Tract 27, Div. 15, Brazos Coast Inv. Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
304	F. K. Stevens	Harrison Oil Co. et al	10/30/30	5	226	405
	Tract 15, Div. 15, Brazos Coast Inv. Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
305	F. K. Stevens	Harrison Oil Co. et al	10/30/30	5	226	406
	Tract 362, Div. 15, Brazos Coast Inv. Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
306	F. K. Stevens	Harrison Oil Co. et al	10/30/30	5	226	408
	Tract 356, Div. 15, Brazos Coast Inv. Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
307	F. K. Stevens	Harrison Oil Co. et al	12/18/30	5	226	410
	Tract 236, Div. 15, Brazos Coast Inv. Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
308	F. K. Stevens	Harrison Oil Co. et al	12/18/30	5	226	412
	Tract 361, Div. 15, Brazos Coast Inv. Co. S/D, S. F. Austin 5 League Grant, Abst. 19.					
441	Jas. E. Whitehead et al	Harrison Oil Co. & J. S. Abercrombie Co.	5/31/32	80	233	393
	Farm Lots or Tracts # 6, 7, 8 & 9, Block 6, C. L. Pierce S/D of the D. Shipman and T. N. Charles League, Abst. 128.					
669	John W. Aycock et al	Harrison Oil Co. & J. S. Abercrombie Co.	2/6/35	10	260	37
	Lot 43, Block C, Arch MacDonald S/D of the Imla Keep League.					
1364	Ashley F. Wilson et al	Harrison Oil Co. & J. S. Abercrombie Co.	9/13/40	10	340	59
	10 acres out of south corner of Wilson 500 acres. D. McCormick League					
1388	Wm. Herman Bauer	Harrison Oil Co. & J. S. Abercrombie Co.	5/19/36	20	277	408
	20 acres out of Section 16, HT&B Ry. Co. Survey, Abst. 546.					

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Fee Land in Brazoria County, Texas

File	Grantor	Grantee	Date	Acres	Recorded Bk. & Pg.
1461	Martha H. Grovey	Harrison Oil Co. et al	4-9-37	40.00	268 260
	40 acres of land known as the Lola Buck 40 acres, out of the Polly & Chance League				
1461	Orrin E. Bonney	Harrison Oil Co. et al	4-10-37	40.00	268 261
	Same description as above				
1476	Bernard River Land Development Co.	Harrison Oil Co. et al	4-15-42	185.20	360 164
	Parts of Lots 20, 21, 23, 24, 29 & 30 of the Subdivision of the S-1/2 of the Charles Breen League				
1476	Bernard River Land Development Co.	Harrison Oil Co. et al	7-8-39	50.87	318 610
	Parts of Lots 21 & 23 of the Subdivision of the SW-1/2 of the Chas. Breen League				
1478	Bernard River Land Development Co.	Harrison Oil Co. et al	10-19-37	76.11	297 217
	Parts of Lots 22 & 23 of the Subdivision of the NW part of the Charles Breen League				

1884	D. J. Harrison et al 1844 acres of land out of the Polly & Chance League	Harrison Oil Co. et al	8-30-38	1946.00	278	290
1884	Atlant Royalty Corp et al Same description as above	Harrison Oil Co. et al	11-1-37	1946.00	298	308
1898	Ed. C. Smith et al Part of Lot 34 of the Subdivision of the 3-1/2 of the C. Green League	Chas. R. Fox	9-1-42	10.00	343	132
1898	Chas. R. Fox Same description as above	Harrison Oil Co. et al	9-4-42	10.00		
2109	T. C. Sweeney et ux 99.36 acres out of the Polly & Chance League (less that certain 50-acre tract described in Deed dated July 7, 1942, executed by Harrison Oil Co., et al, to Defense Plant Corp., recorded in Book __, Page __)	Harrison Oil Co. et al	7-31-40	99.36	334	216
2136	Geo. W. Shively 30 acres in the north corner of the J. Mims League on the west side of the San Bernard River	Harrison Oil Co. et al	8-31-40	30	335	534
2166	G. W. Shively 2.1675 acres out of the Burrell Webb Tract in the Imla Keep League	Harrison Oil Co. et al	2-20-41	2.1675	343	411
2183	Eric Knevel Ealing et ux Being the NW-1/2 of a 78.2 acre tract out of Blocks 9 & 10 of the Subdivision of the NE-1/2 of the Charles Green League	Harrison Oil Co. et al	1-23-42	39.00	355	310
2186	Chas. R. Fox 273.1 acres of land out of the Polly & Chance League and better known as the Silas Patterson Tract, less the following described tracts: (a) 3.44 acres described in Deed dated September 29, 1942, executed by Harrison Oil Co., et al, as grantors, to Defense Plant Corp., grantee, recorded in Book __, Page __ (b) 9.76 acres described in Deed dated September 29, 1942, executed by Harrison Oil Co., et al, as grantors, to Defense Plant Corp., grantee, recorded in Book __, Page __ (c) 55.1 acres described in Deed dated July 7, 1942, executed by Harrison Oil Co., et al, as grantors, to Defense Plant Corp., grantee, recorded in Book __, Page __	Harrison Oil Co. et al	4-23-42	273.10	360	297
2188	Bernard River Land Development Co. et al Lots 4, 9, 10 & 15 and part of Lot 3, Block C; and Lots 30-37, inclusive, parts of Lots 25-29, inclusive, and part of Lots 38-44, inclusive, Block F, Suburban Garden Tracts S/D of the Imla Keep League (less 4.34 acres described	Harrison Oil Co. et al	5-1-42	51.00	360	230

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Fee Land in Brazoria County, Texas

File	Grantor	Grantee	Date	Acres	Recorded Bk.	Pg.
2183 (Cont'd)	In Deed dated July 7, 1942, to Harrison Oil Co., et al, grantors, to Defense Plant Corp., grantee, recorded in Book __, Page __)					
2190	Eather B. Reynolds et vir 17.453 acres out of the west or southwest end of the Esther B. Reynolds 120 acre tract in the Polly & Chance League	Harrison Oil Co. et al	10-30-42	17.453	362	584
2190	Eather B. Reynolds et vir 29.60 acres out of the Esther B. Reynolds 120 acre tract in the Polly & Chance League	Harrison Oil Co. et al	10-30-42	29.60	362	586
2190	Eather B. Reynolds et vir 17.453 acres out of the west or southwest end of the Esther B. Reynolds 120 acre tract and 0.471 acres out of the south corner of what is known as the Jas. W. and Esther B. Reynolds 53.87 acre tract in the Polly & Chance League	Harrison Oil Co. et al	8-7-42	17.924	363	53

2145	G. F. Steger	G. W. Shively	8-24-39	80.00	340	272
	Lots 18 & 20 of the Francis Smith S/D in the upper middle 1/4 of the Inala Keep League					
2145	G. W. Shively	Harrison Oil Co., et al	11-4-40	90.00	--	--
	Same description as above					
204	D. J. Harrison	Harrison Oil Co. et al	12-8-37	10.00	--	--
	Lot 7, Allison-Richey Subdivision of Section 19, H&A RR Survey, Abst. 243					

723, 731

630 & 710	O. Etheridge	F. K. Stevens, et al	8-8-42	80.00	--	--
	Tract 193, 5 acres; Tract 342, 5 acres, Division 15, Brazos Coast Subdv. of S. F. Austin & League Grant. Tract 9, 5 acres, Division 2, Brazos Coast Development Co. Subdv. of F. J. Calvit League; 20 acres, E. P. Myrick League, Abst. 102; Lot 7, Block 4, 20 acres, Lots 20 and 21, Subdivision of Section 5, Hooper & Wade					
724	F. K. Stevens	Harrison Oil Co. et al	8-24-35	14.00	--	--
	Undivided 14/18 interest in 14 acres out of the E. P. Myrick Survey, Abst. 102					
735	F. K. Stevens	Harrison Oil Co. et al	1-1-40	23.25	327	10
	Lot 30, Hooper & Wade Section 17					
756	J. W. Stone	Harrison Oil Co. et al	1-6-39	10.00	--	--
	5 acres, Tract 115, Subdivision 10 and 5 acres, Tract 120, Subdivision 9, both out of the Brazos Coast Subdivision of the F. J. Calvit Survey					
803	Agnes B. Dewitt et al	Harrison Oil Co. et al	11-7-39	2.50	352	221
	Undivided 1/2 interest in Lot 4, Block 27, D. W. Cole Subdivision.					

MINERAL FEE INTERESTS, BRAZORIA COUNTY, TEXAS

File No.	Grantor	Grantee	Date	Acres	Recorded Vol.	Page
433	J. S. Abercrombie	Harrison Oil Co. et al	6/12/34	425	287	90
	1/4 of all minerals in and under the E 1/2 of 850 acres out of J. W. Hall Survey #11.					
433	D. J. Harrison	Harrison Oil Co. et al	4/8/33	425	254	258
	1/4 of all minerals in and under the W 1/2 of 850 acres out of J. W. Hall Survey #11.					
627	J. L. Poutra	Harrison Oil Co. et al	3/10/37	40	285	459
	1/2 of all minerals in and to 40 acres known as Lola Buck 40 acres out of the Polly & Chance League.					
1470	Wash. Chapel Colored Meth. Church of Sweeny	Harrison Oil Co. et al	8/14/37	1	294	150
	All of the minerals in 1 acre of land out of the C. Breen League.					
1473	Wm. Campbell	Harrison Oil Co. et al	8/5/37	350	294	30
	1/4 of all minerals in and under 350 acres of land out of the Polly & Chance League and the Charles Breen League.					
1474	Wm. Chenault et ux	Harrison Oil Co. et al	8/5/37	101	294	31
	1/4 of all minerals in and under the Wm. Chenault 101 acre tract in the Charles Breen League.					
1497	J. L. Poutra	Harrison Oil Co. et al	5/2/39	3.55	318	350
	All the minerals in and under 3.55 acres out of Grimes & Berthelsen tract in Chas. Breen League.					
1455	Fred. A. Fleming	Harrison Oil Co. et al	5/23/37	120	288	638
	1/12 of all minerals in and under the Louis Augsburg 120 acre tract in the Chas. Breen League.					

309	A. F. Purdy	Harrison Oil Co. et al	5/24/39	75	314	309
	1/8 of all the minerals in and under 75 acres in the J. H. McCloskey League.					
637	Chas. Groves, Jr.	Harrison Oil Co. et al	1/19/39	25	319	605
	Lots 3 & 4, Larkin Waddy S/D, Polly & Chance League.					
1387	Mary Lemon Darrow et vir	Harrison Oil Co. et al	5/24/36	757-1/8	279	305
	All of the minerals in and under 757-1/8 acres out of the H. Austin 13 Labor Grant Survey #1, Abet. #10.					
1477	J. P. Sallee	Harrison Oil Co. et al	11/4/37	25	297	335
	1/8 of all minerals in and under 25 acres out of Block 25, Sallee S/D, Polly & Chance League.					
1542	A. L. Burt et ux	Harrison Oil Co. et al	2/12/38	10	307	385
	All of the minerals in and under 10 acres out of Lot 29 of the subdivision of the SW 1/2 of the Chas. Green League.					

Mineral Fee Interests, Brazoria County, Texas - Page 2.

File No.	Grantor	Grantee	Date	Acres	Recorded Vol.	Page
2178	A. R. Rucks	Harrison Oil Co. et al	6/27/41	4/37.9	351	80
	4/37.9 acre mineral interest in and to King Banks 37.9 acre tract in the Inla Keep League.					
2182	P. J. Reeves et ux	Harrison Oil Co. et al	12/24/41	76.3	358	14
	1/4 of all minerals in and under P. J. Reeves 76.3 acres in eastern portion of Battle, Berry & Williams League.					
494	Mary Jane Riley et al	Harrison Oil Co. et al	10/25/32	58.35	236	512
	1/2 of all minerals in and under 58.35 acres out of the Wiley Martin League.					
2109	Harrison Oil Co., et al	Defense Plant Corp.	7-7-42	50.00	--	--
	All minerals reserved in above deed covering 50 acres out of the Polly & Chance League					
2186	Harrison Oil Co., et al	Defense Plant Corp.	9-29-42	3.44	--	--
	All minerals reserved in above deed covering 3.44 acres out of the Polly & Chance League					
2192	John Mecon	Harrison Oil Co. et al	12-30-42	50.00	--	---
	Undivided 1/4 mineral interest in Lots 2, 3, 4, 5, & 6, Block 8, Third Subdivision of the M. B. Nichols League					
2186	Harrison Oil Co. et al	Defense Plant Corp.	9-9-42	9.76	--	--
	Mineral interest reserved in above deed in 9.76 acres out of the Polly & Chance League					
2186	Harrison Oil Co. et al	Defense Plant Corp.	7-7-42	55.10	--	--
	Mineral interest reserved in above deed in 55.10 acres out of the Polly & Chance League					
2183	Harrison Oil Co. et al	Defense Plant Corp.	7-7-42	4.34	--	--
	Mineral interest reserved in above deed in 4.34 acres, part of Lots 33, 34, 35, 36, 37, 38, 39, 40 and 41, Block F, Suburban Garden Farm Tracts					
629	Bethlehem African Methodist Episcopal Church	Harrison Oil Co. et al	11-1-40	1.00	340	270
	1 acre in the NW corner of the Thomas J. Sweeney Tract in the Chas. Green League					
629	Sweeney Independent School District	Harrison Oil Co. et al	9-29-40	1.00	335	470
	1 acre out of the Charles Green League					
854	Mrs. Minnie Schurtz et al	Harrison Oil Co. et al	11-3-39	9.183	--	--
	Undivided 1/2 mineral interest in 9-183/204 acres Lot 3, Subdivision Section 17, HT&B RR Co.					

774	Harrison Oil Co. et al	W. A. McGown	8-8-42	20.00	--	--
	Out of Section 7, Hooper & Wade, Abst. 430					
778	Harrison Oil Co. et al	Geo. Burns	7-14-42	10.00	--	--
	All mineral interest in 10 acres, Lot 37, Chatfields Subdv. of the F. Moore League					
841	T. L. Smith, Jr.	Frank Stevens et al	1-13-39	19.67	314	439
	Und. 1 acre interest in 19.67 acres of the Geo. Tennille League & Martin Varner League					

Mineral Fee Interests, Brazoria County, Texas - Page 3

File	Grantor	Grantee	Date	Acres	Recorded Vol.	Page
682	J. W. Stone	Harrison Oil Co. et al	1-10-39	10.00	312	545
	Undivided 1/2 mineral interest in 5 acres, Tract 158, Subdivision 9, & 5 acres, Tract 98, Subdivision 10, Brazos Coast Subdivision of the F. J. Calvit League					
708	Harrison Oil Co. et al	T. J. Maguire	8-31-39	5.00		
	All mineral interest in 5 acres, Tract 189, Division 15, Brazos Coast Inv. Co. Subdivision of the S. F. Austin 5 Leagues, Abst. 19					
710	Harrison Oil Co. et al	Harry S. Wetsel	8-14-42	5.00		
	All mineral interest in Tract 193, Division 15, Brazos Coast Inv. Co.'s Subdivision of the S. F. Austin 5 Leagues					
711	Harrison Oil Co. et al	W. K. Bostain	11-4-37	5.00		
	All minerals in 5 acres, Tract 369, Division 13, Brazos Coast Inv. Co.'s Subdivision of the A. Calvit League, Abst. 49					
715	W. C. Barrett, Jr.	Harrison Oil Co. et al	3-24-38	10.00		
	Undivided 1/2 mineral interest in 10 acres, Lot 33, Emigration Land Co. Subdv. Section 67, HT&B RR Co. Survey					
736	Harrison Oil Co. et al	R. L. Keador	12-22-41	10.00		
	All mineral interest in 10 acres, Lots 28 and 30, Block 8, Wild Peach Subdv. part of the S. F. Austin League					
745	J. W. Stone	Harrison Oil Co. et al	5-22-38	10.50		
	1/2 mineral interest in 10.5 acres, Lot 3, Block 26, Allison-Richey Gulf Coast Subdv., Section 4, TC RR Co. Survey					
746	J. W. Stone	Harrison Oil Co. et al	5-22-38	9.60		
	1/2 mineral interest in 9.60 acres, Lot 3, Block 23, Allison-Richey Gulf Coast Home Subdv., Section 4, TC RR Co. Survey					
751	Harrison Oil Co. et al	F. S. Cooley	7-30-41			
	Part of Lots 7 & 8, Division 5, Brazos Coast Inv. Co.'s Subdivision of the A. Mitchell League					
766	Harrison Oil Co. et al	H. D. Hastings	2-26-40	5.00		
	5 acres, Lot 191, Division 15, Brazos Coast Inv. Co.'s Subdv. of the S. F. Austin League					
787	Mrs. Mina Matthews et al	Harrison Oil Co. et al	5-22-38	10.00		
	Lot 18, SW 1/4 Hooper and Wade Section 8					
794	Harrison Oil Co. et al	J. W. Featheroff	8-5-40	5.00		
	Lot 20, Division 15, Brazos Coast Inv. Co.'s Subdivision					

ROYALTY INTERESTS, BRAZORIA COUNTY, TEXAS

File	Grantor	Grantee	Date	Acres	Recorded Vol.	Page
82	H. J. Harrison	Harrison Oil Co. et al	4/8/33	30	254	259
	1/2 mineral interest in and to 30 acres out of E. J. Jones Survey.					

693	W. M. Gaston	Harrison Oil Co. et al	3/16/35	100	241	243
	1/16 royalty interest in and to 100 acres of land out of the J. de J. Valderas Survey.					
671	Roy Barry	Harrison Oil Co. et al	3/4/35	184.5	241	173
	1/16 of royalty in and under Christian 184.5 acre tract in Wm. Parker League.					
1167	J. L. Poutra	Harrison Oil Co. et al	11/4/34	50	254	423
	1/8 of all the royalty in and under the Nellie Smith 50 acres in the Charles Breen League.					
1137	R. D. MacDonald	Harrison Oil Co. et al	11/19/37	50	297	196
	1/128 royalty interest in and under Nellie Smith 50 acre tract in the Charles Breen League.					
1168	J. L. Poutra	Harrison Oil Co. et al	12/12/34	249.65	277	57
	1/64 royalty in and under the Charline Brown Osburn 249.65 acre tract in the Charles Breen League.					
1441	R. D. MacDonald	Harrison Oil Co. et al	10/11/37	109.5	297	94
	1/128 royalty in and under the Ira M. Troyer 109.5 acres in the Charles Breen League.					
56	C. M. Frost et al	Rycade Oil Co.	6/21/24	50	182	491
	5/512 royalty interest in and to 50 acres out of the Frank J. Hurts 158.3 acre tract in the H. N. Cleveland Survey in Brazoria and Ft. Bend County, Texas.					
56	Rycade Oil Co.	Harrison Oil Co. & J. S. Abercrombie Co.	11/1/30	50		
	Same description as above.					

FEE LAND & MINERAL RIGHTS, BRAZORIA COUNTY, TEXAS

File	Lessor	Lessee	Date	Acres	Recorded	
					Bk.	Pg.
1384	T. T. Stratton et al	Harrison Oil Co. et al	5-1-35		278	48
	1. 45 acres of land, known as Lot No. 17-A, out of Edmund Andrews Survey, Abst. No. 5.					
	2. 7.5 acres of land, known as Lot No. 31-A, in the N. E. corner of the Edmund Andrews Survey, Abst. No. 5.					
	3. 40 acres of land, known as Lot 7 in Block "H" of the South Texas Fruit & Land Company's Subdivision of 699.8 acres of land in Angler, Hall & Bradley League, Abst. No. 6.					
	4. 5 acres of land, known as Tract 19 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	5. 5 acres of land known as Tract 25 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	6. 10 acres of land known as Tracts 27 and 171 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	7. 5 acres of land, being Tract 31 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	8. 5 acres of land, known as Tract 39 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	9. 5 acres of land, known as Tract 64 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	10. 5 acres of land, known as Tract 137 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	11. 5 acres of land, known as Tract 224 in Division 1 of the Brazos Coast Inv. Co.'s Subdivision of the Branch T. Archer Survey, Abst. No. 9.					
	12. 5 acres of land, known as Tract 3 in Division 15 of the Brazos Coast Inv. Co.					

Subdivision of the S. F. Austin 5 Leagues, Abst. No. 19.

13. 5 acres of land, known as Tract 14 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues, Abst. No. 19.

14. 5 acres of land, known as Tract 31 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues, Abst. No. 19.

15. 5 acres of land, known as Tract 37 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

16. 5 acres of land, known as Tract 56 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

17. 5 acres of land, known as Tract 57 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

18. 5 acres of land, known as Tract 61 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

19. 5 acres of land, known as Tract 62 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

20. 10 acres of land known as Tracts 67 and 126 in Division 15 of the Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

21. 1/2 royalty interest in Tract 49, Division 15 of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

22. 5 acres of land known as Tract 72 in Division 15 of Brazos Coast Inv. Co's Subd. of S. F. Austin 5 Leagues Grant, Abst. No. 19.

FREE LAND & MINERAL RIGHTS, BRAZORIA COUNTY, TEXAS, - Page 2

23. 5 acres of land, known as Tract 84 in Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.

24. 5 acres of land, known as Tract 92 in Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.

25. 5 acres of land, known as Tract 114 in Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.

26. 5 acres of land, known as Tract 117 Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

27. 5 acres of land, known as Tract 119 Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

28. 5 acres of land, known as Tract 130 in Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

29. 5 acres of land, known as Tract 151, Division 15, of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.

30. 5 acres of land, known as Tract 152, Division 15, of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.

31. 5 acres of land, known as Tract 154, Division 15, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

32. 5 acres of land, known as Tract 159, Division 15, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

33. 5 acres of land, known as Tract 175, Division 15, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

34. 5 acres of land, known as Tract 181, Division 15, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

35. 5 acres of land, known as Tract 189, Division 15, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

36. 5 acres of land, known as Tract 191, Division 15, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

37. 10 acres of land, known as Tract 342 and Tract 183 of Division 13 of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
38. 5 acres of land, known as Tract 223, Division 13, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
39. 5 acres of land, known as Tract 228, Division 13, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
40. 5 acres of land, known as Tract 236, Division 13 of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
41. 5 acres of land, known as Tract 245, Division 13 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.
42. 5 acres of land, known as Tract 248, Division 13, of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
43. 5 acres of land, known as Tract 273, Division 13 of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
44. 5 acres of land, known as Tract 291, Division 13 of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
45. 5 acres of land, known as Tract 330, Division 13 of Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.

FEE LAND & MINERAL RIGHTS, BRAZORIA COUNTY, TEXAS - Page 3

46. 5 acres of land, known as Tract 331, Division 13 of the Brazos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. 19.
47. 5 acres of land, known as Lot 25, Block 8, Wild Peach Subd. of S. F. Austin 7 1/3 Leagues Grant. Abst. 20.
48. 10 acres of land, known as Lots 28 and 30 of Block 8, Wild Peach Subd. of S. F. Austin 7-1/3 Leagues Grant, Abst. 20.
49. 5 acres of land, known as Lot 1, Block 9, Wild Peach Subdivision of S. F. Austin 7-1/3 Leagues Grant, Abst. 20.
50. 12.5 acres of land, known as Lots 5 and 8, Block 16, Wild Peach Subd. of S. F. Austin 7-1/3 Leagues Grant, Abst. 20.
51. 5 acres of land, known as Lot 12, Block 16, Wild Peach Subdivision of S. F. Austin 7-1/3 Leagues Grant, Abst. 20.
52. 8.02 acres of land known as Tract 335, Block 12 of the Coast Land Company's Subd. of the S. F. Austin Leg. #2, Abst. 23.
53. 5 acres of land known as Tract 360 of the Coast Land Company's Subd. of the S. F. Austin Leg. #2, Abst. 23.
54. 20.12 acres of land known as Tracts 470, 471, 472 and 473 of the Coast Land Co.'s Subdivision of the S. F. Austin Leg. #2, Abst. 23.
55. 15 acres of land, known as tracts 522, 523 and 524 of the Coast Land Company's Subd. of the S. F. Austin Leg. #2, Abst. 23.
56. 1/2 acre of land, known as Lots 12 and 13, Tract 636 of the Pratt Subdivision of the Coast Land Co.'s Subdivision of the S. F. Austin League No. 2, Abst. 23.
57. 24 acres of land, known as Lot 8, S. F. Austin 3 Labor, Abst. 30.
58. 8 acres, being an undivided interest of that amount in a certain undivided interest of 65 acres, being part of the S. F. Austin Labor, Abst. 34, the Parker Williams Survey, Abst. 137, the C. G. H. A. & H. O. Allsberry 1-1/2 Leagues, Abst. 4 and the Calvin Summrell Survey, Abst. 368.
59. 4.94 acres of land, known as Lot 32 of the David and H. T. Cohen's Subd. of the upper 3/4 of the John Brown 1/4 League, Abst. 48, in Brazoria and Galveston Counties.

60. 5 acres of land, known as Tract 344, Division 13 of the Brazos Coast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
61. 5 acres of land, known as Tract 324, Division 13 of the Brazos Coast Inv. Co's Subdv. of A. Calvit League, Abst. 49.
62. 5 acres of land, known as Tract 338, Division 13 of the Brazos Coast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
63. 5 acres of land, known as Tract 340, Division 13 of the Brazos Coast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
64. 5 acres of land, known as Tract 352, Division 13 of the Brazos Coast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
65. 5 acres of land, known as Tract 369, Division 13, of the Brazos Coast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
66. 5 acres of land, known as Tract 376, Division 13, of the Brazos Coast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
67. 5 acres of land, known as Tract 385, Division 13, of the Brazos Coast Inv. Co's Subdv. of A. Calvit League, Abst. 49.
68. 5 acres of land, known as Tract 214, Division 14, of the Brazos Coast Inv. Co's Subdv. of A. Calvit League, Abst. 49.
69. 5 acres of land, known as Tract 1, Division 2 of the Brazos Coast Inv. Co's Subd. of F. J. Calvit League, Abst. 51.

FREE LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page 4.

70. 5 acres of land, known as Tract 7, Division 2, of the Brazos Coast Inv. Co's Subd. of F. J. Calvit League, Abst. 51.
71. 5 acres of land, known as Tract 9, Division 2, of the Brazos Coast Inv. Co's Subd. of F. J. Calvit League, Abst. 51.
72. 5 acres of land, known as Tract 10, Division 2, of the Brazos Coast Inv. Co's Subd. of the F. J. Calvit League, Abst. 51.
73. 5 acres of land, known as Tract 11, Division 2 of the Brazos Coast Inv. Co's Subd. of F. J. Calvit League, Abst. 51.
74. 5 acres of land, known as Tract 8, Division 4, of the Brazos Coast Inv. Co's Subd. of F. J. Calvit League, Abst. 51.
75. 5 acres of land, known as Tract 10, Division 4, of the Brazos Coast Inv. Co's Subd. of F. J. Calvit Survey, Abst. 51.
76. 5 acres of land, known as Tract 9, Division 5 of the Brazos Coast Inv. Co's Subdivision of the F. J. Calvit Survey, Abst. 51.
77. 5 acres of land, known as Tract 95, Division 7, of the Brazos Coast Inv. Co's Subdivision of the F. J. Calvit Survey, Abst. 51.
78. 5 acres of land, known as Tract 5, Division 8, of the Brazos Coast Inv. Co's Subdivision of F. J. Calvit Survey, Abst. 51.
79. 5 acres of land, known as Tract 6, Division 8, of the Brazos Coast Inv. Co's Subdivision of F. J. Calvit Survey, Abst. 51.
80. 5 acres of land, known as Tract 24, Division 8, of the Brazos Coast Inv. Co's Subdivision of F. J. Calvit Survey, Abst. 51.
81. 5 acres of land, known as Tract 30, Division 8, of the Brazos Coast Inv. Co's Subdivision of F. J. Calvit Survey, Abst. 51.
82. 5 acres of land, known as Tract 39, Division 8 of the Brazos Coast Inv. Co's Subdivision of F. J. Calvit Survey, Abst. 51.
83. 5 acres of land, known as Tract 41, Division 8, of the Brazos Coast Inv. Co's Subdivision of F. J. Calvit Survey, Abst. 51.

84. 5 acres of land, known as Tract 88, Division 8, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
85. 5 acres of land, known as Tract 88, Division 8, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
86. 5 acres of land, known as Tract 110, Division 8 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
87. 5 acres of land, known as Tract 90, Division 8, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
88. Also Lot 3, Block 536 in town of Velasco.
89. 5 acres of land known as Tract 81, Division 8 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
90. 5 acres of land, known as Tract 84, Division 8, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
91. 5 acres of land, known as Tract 85, Division 8, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
92. 5 acres of land, known as Tract 86, Division 8, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
93. 5 acres of land, known as Tract 120, Division 8, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.

PER LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page 5

94. 5 acres of land, known as Tract 128, Division 9 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
95. 5 acres of land, known as Tract 129, Division 9 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
96. 5 acres of land, known as Tract 134, Division 9 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
97. 5 acres of land, known as Tract 158, Division 9 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
98. 5 acres of land, known as Tract 177, Division 9 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
99. 5 acres of land, known as Tract 179, Division 9, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
100. 5 acres of land, known as Tract 40, Division 10, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
101. 5 acres of land, known as Tract 75, Division 10 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
102. 10 acres of land, known as Tracts 79 and 82, Division 10, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
103. 5 acres of land, known as Tract 83, Division 10, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
104. 5 acres of land, known as Tract 85, Division 10, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
105. 5 acres of land, known as Tract 87, Division 10, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
106. 5 acres of land, known as Tract 89, Division 10, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
107. 5 acres of land, known as Tract 98, Division 10, of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.

108. 5 acres of land, known as Tract 113, Division 10, of the Brazos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
109. 5 acres of land, known as Tract 116, Division 10, of the Brazos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
110. 5 acres of land, known as Tract 117, Division 10, of the Brazos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
111. 5 acres of land, known as Tract 41, Division 11, of the Brazos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
112. Lot 8, Block 2, High School Addition to the Town of Damon.
113. 10 acres of land, known as Lot 89 of the Geo. W. Jenkins Subdivision of the W. D. C. Hall League, Abst. 70.
114. 300 acres of land known as Lots 27 to 34 inclusive out of the George Harrison Survey, Abst. 73.
115. 5 acres of land, known as Tract 4, Division 3 of the Brazos Coast Inv. Co. Subdivision of A. Mitchell Survey, Abst. 98.
116. 5 acres of land, known as Tract 5, Division 3 of the Brazos Coast Inv. Co.'s Subdivision of A. Mitchell Survey, Abst. 98.
117. 5 acres of land, known as Tract 6, Division 3, of the Brazos Coast Inv. Co.'s Subdiv. of the A. Mitchell Survey, Abst. 98.
118. 5 acres of land, known as Tract 7, Division 3, of the Brazos Coast Inv. Co.'s Subdivision of the A. Mitchell Survey, Abst. 98.

PER LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page 6

119. 5 acres of land, known as Tract 8, Division 3, of the Brazos Coast Inv. Co.'s Subd. of A. Mitchell Survey, Abst. 98.
120. 10 acres of land, known as Lot 37, Block "A" out of the Norman Chatfield Subd. of the Francis Moore League, Abst. 100.
121. 14 acres of land, known as Lot 45 and South $3\frac{1}{2}$ feet off Lot 46 in Block No. 2 of the Texas Coast Dev. Co.'s Subdivision of the E. P. Myrick Sur. Abst. 102.
122. 10 acres of land, known as Tract 43, Block 2 of the Texas Coast Dev. Co.'s Subd. of the E. P. Myrick Survey, Abst. 102.
123. 20 acres of land, known as Tract 7, Block 4, of the Texas Coast Dev. Co.'s Subd. of the E. P. Myrick Survey, Abst. 102.
124. 2 acres undivided interest out of a tract of 19.67 acres, being 10 acres in the Geo. Tennill Survey, Abst. 131, and 9.67 acres in the M. Varner Survey, Abst. 133.
125. 20 acres of land, known as Lot 8, Division 2, of the Subd. of the East $1/2$ of Edwin Waller League, Abst. No. 134.
126. All minerals in and under a tract of 9 183/204 acres of land known as Lot 3, Section 17, H.T. & B.R.R. Co. Survey, Abst. No. 228.
127. $1/2$ mineral interest in 22 acres of land, known as Tract 4, Section 21, H.R. & B.R.R. Co. Survey, Abst. No. 230.
128. 10 acres of land, known as Lot 7, of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section 19, H.T. & B.R.R. Co. Survey, Abst. 243.
129. 5 acres of land, being the East $1/2$ of a tract of 10 acres of land, known as Lot 16 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section 19, H.T. & B.R.R. Co. Survey, Abst. 243.
130. 20 acres of land, known as Lots 15 and 40 of Allison-Richey Gulf Coast Home Company's Subd. of Section 25, H.T. & B.R.R. Co. Survey, Abst. 245.

131. 10 acres of land, known as Lot 31, of Allison-Richey Gulf Coast Home Company's Subd. of Section 25, H.T. & B.R.R. Co. Survey, Abst. No. 245.
132. 10 acres of land, known as Lot 32, of Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section No. 25, H.T. & B.R.R. Co. Survey, Abst. No. 245.
133. 3.4 acres of land, known as Lot 41-A, of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section 25, H.T. & B.R.R. Co. Survey, Abst. No. 245.
134. 10 acres of land, known as Tract 45 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section No. 25, H.T. & B.R.R. Co. Survey, Abst. No. 245.
135. 5 acres of land off the East side Lot 31 in the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section No. 25, H.T. & B.R.R. Co. Survey, Abst. No. 245.
136. 20 acres of land, known as Lots 26 and 28 of a subdivision of Section 67, H.T. & B.R.R. Co. Survey, Abst. No. 281.
137. 10 acres of land, known as Lot 33 of a subdivision of Section 67, H.T. & B.R.R. Co. Survey, Abstract 281.
138. 5 acres of land, known as $W\frac{1}{2}$ of Lot 227 of a subdivision of Section 65, H.T. & B.R.R. Co. Survey, Abst. 285.
139. 10 acres of land, known as Lot 11, being the $SW\frac{1}{4}$ of the $S\frac{1}{2}$ of the $W\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 51, H.T. & B.R.R. Co. Survey, Abst. 288.
140. 10 acres of land, known as Lot 41, of Allison-Richey Gulf Coast Home Co. Suburban Gardens Subdivision of Sec. 31, H.T. & B.R.R. Co. Sur. Abst. 300.

FREE LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page 7

141. 20 acres of land, known as Lots 1 and 2 of Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section 25, H.T. & B.R.R. Co. Survey, Abst. 304.
142. 5 acres of land, known as the $S\frac{1}{2}$ of Lot 46 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision, Division 92, of the E. Little and Section 92, ACH&B Surveys, Absts. 320 and 341.
143. 10 acres of land, known as Tract or Farm 317 of the Subdivision of Section 3, Lavaca Navigation Co., Abst. 328.
144. 1 acre of land in a square out of the NW corner of the South 10 acres, sometimes referred to as Lot 7 of the John Martin Survey, Abst. 331.
145. 20 acres of land, known as Tract 8 of the John Martin Survey, Abst. 331.
146. 20 acres of land known as "Fiddlers Island" out of the Robert McClure Survey, Abst. 339.
147. 9.91 acres of land known as Lot 4 of the Thaddeus M. Boggs Subdivision of 100 acre farm Lot or Tract 24 of the Brazoria Land and Cattle Co.'s Subdivision of the Thomas Spraggins Survey, Abst. 366.
148. 3 acres of land, known as Lots 5, 6 and 22 of the $S\frac{1}{2}$ of Tract 9, Reed Subdivision of the L. M. H. Washington Survey, Abst. 386.
149. 1 acre of land known as Lot 25 of the Reed Subdivision of Tract 8 out of the L. M. H. Washington Survey, Abst. 386.
150. 10 acres of land, known as Tract 3 out of Section 1 I&GN Survey, Abst. 400.
151. 10 acres of land known as Tract 11A out of Section 1, I&GN Survey, Abst. 400.
152. 10 acres of land known as Tract 2, Section 25, ACH&B, Abst. 412.
153. $2\frac{1}{2}$ acres of land known as the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of Lot 31 of the Allison-Richey Gulf Coast Home Co.'s Suburban Gardens Subdivision of Section 25, ACH&B, Abst. 412.

184. 2½ acres of land known as E½ Lot 31 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 29, A.C.H.B. Survey, Abst. 417.
185. 10 acres of land known as Lot 33 of the Allison-Richey Gulf Coast Home Company's Subdivision of Section 29, A.C.H.B. Survey, Abst. 417.
186. 10 acres of land known as Lot 36 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 29, A.C.H.B. Survey, Abst. 417.
187. 10 acres of land known as Lot or Tract 8 of the Subdivision of Section 23, Hooper and Wade Survey, Abst. 420.
188. 10 acres of land known as Lot or Tract 39 of the Subdivision of Section 23, Hooper and Wade Survey, Abst. 420.
189. 10 acres of land known as Lot or Tract 52 of the Subdivision of Section 23, Hooper and Wade Survey, Abst. 420.
190. 10 acres of land known as Lot or Tract 12 of the Subdivision of Section 17, Hooper and Wade Survey, Abst. 423.
191. 10 acres of land known as part of Tract 14, being the 5½ of said tract of the Subdivision of Section 17, Hooper and Wade Survey, Abst. 423.

FREE LAND & MINERAL RIGHTS, BRADONIA COUNTY - Page 8

192. 23½ acres of land, known as Lot or Tract 30, of the Subdivision of Section 17, Hooper & Wade Survey, Abst. No. 423.
193. 40 acres of land in the NW¼ of Section 7, Hooper & Wade Survey, Abst. No. 430.
194. 10.03 acres of land, known as Lot No. 18 and 13.41 acres of land known as Lot No. 22 of a subdivision of Section 1, Hooper & Wade Survey, Abst. No. 431.
195. 5 acres of land, known as the South 1/2 of Lot 51, Section 9, Hooper & Wade Survey, Abst. No. 432.
196. 2 acres of land, known as the South 1/2 of the Stamm 4 acre tract out of a Subd. of Section 14, H.T. & B. Survey, Abst. No. 449.
197. 5.18 acres of land, known as Tract No. 25, out of a subdivision of Section 4, Hooper & Wade Survey, Abst. No. 455, being a part of the E. Lee Bradbury Tract.
198. 10 acres of land, known as Lot No. 6 of the Allison Richey Gulf Coast Home Company's Subdivision of Section 29, A.C.H. & B. Sur., Abst. 459.
199. 21.87 acres of land, being part of Tract 9, of the subdivision of M. V. O'Donnell Survey, Abst. No. 468.
200. 9.55 acres of land, known as Lot 7 of the subdivision of Section 28, H.T. & B. R.R. Co. Survey, Abst. 472.
201. 1.43 acres of land, known as part of Lot 8 of the subdivision of Section 28, H.T. & B.R.R. Co. Survey, Abst. 472.
202. 20 acres of land, known as Tracts 19 & 22, of the subdivision of Section 28, H. T. & B. Survey, Abst. 472.
203. 7.5 acres of land, known as Lots 1, 2 and 3 in Block 27, of the Cole Subdivision of Section 18, H.T. & B. Survey, Abst. 474.
204. 2.8 acres of land, known as Lot 4, Block 27, of the subdivision of Section 18, H.T. & B. Survey, Abst. No. 474.
205. 6 acres of land, known as Southwest 1/2 of Lot 6 of the subdivision of Section 10, H.T. & B. Survey, Abst. No. 478.
206. 1/4 mineral interest in 33.14 acres of land known as Tracts 13 and 14 of a subdivision of Section 10, H.T. & B. Survey, Abst. No. 478.
207. 20 acres of land known as Lot 10, of a subdivision of Section 16, Hooper & Wade Survey, Abst. No. 480.

178. 30 acres of land, known as Lot 15 of the A. E. Henson Subdivision of Section 16, Hooper & Wade Survey, Abst. No. 480.
179. 1/4 mineral interest in 38.4 acres known as Lot 27 out of the South part of the NW 1/4 of Section 40, H.T. & B. Survey, Abst. No. 482.
180. 10 acres of land known as Tract No. 12, of Sunnyside Subdivision of Section 10, Hooper & Wade Survey, Abst. No. 484.
181. 6.31 acres of land being a part of Lot 13 of the Sunnyside Subdivision of Section 10, Hooper & Wade Survey, Abst. No. 484.
182. 3.40 acres of land, being part of Lot 44, of the subdivision of Section 16, Hooper & Wade Survey, Abst. No. 488.
183. 10 acres of land known as Tract 18 of the subdivision of Section 8, Hooper & Wade Survey, Abst. No. 490.
184. 20 acres of land, known as Tracts 20 and 21, of the subdivision of Section 8, Hooper & Wade Survey, Abst. No. 490.

PER LAND & MINERAL RIGHTS, BRAZORIA COUNTY -Page 9

185. 10 acres of land known as Tract No. 24, of the Subdivision of Sec. 8, Hooper & Wade, Abst. No. 496.
186. 10 acres of land known as Lot 1, Block 11, of the Willaford and Armin Addition to Alvin, being out of the Hooper & Wade Sur. Sec. 22, Abst. 491.
187. 20 acres of land, known as lots 1 and 4, Block 6 of the Willaford and Armin Add. to Alvin, being out of the Hooper & Wade Survey, Sec. 22, Abst. 491.
188. 40 acres of land, known as Lots 1, 2, 3 and 4 of the Subdivision 4 of Section 4, H.T. & B. Survey, Abst. No. 498.
189. 10 acres of land, known as Lot 32 of the Allison-Richey Gulf Coast Home Company's subdivision of Section 10, H.T. & B. Survey, Ab. No. 505.
190. 10 acres of land, known as Lot 60 of the Allison-Richey Gulf Coast Home Co's Suburban Gardens Subd. of Sec. 20, H.T. & B. Survey, Abst. No. 506.
191. 10 acres of land, known as Farm Tract 660 of the Emigration Land Company's Subdivision of Section 56, H.T. & B. Survey, Abst. 515.
192. 10 acres of land, known as Farm Tract 663, of the Emigration Land Company's Subdivision of Sec. 56, H.T. & B. Sur. Abstract 515.
193. 10 acres of land, known as Lot 130 of Emigration Land Company's Iowa Colony Subd. of Sec. 60, H.T. & B. Survey, Abst. No. 517.
194. 10 acres of land known as Farm Tract 331 of the Emigration Land Company's Subdivision of Sec. 2, Lavaca Navigation Co. Sur. Abst. No. 531.
195. 1 square acre of land out of Lot 5 of the Allison-Richey Gulf Coast Home Company's Subd. of Sec. 88, A.C.H. & B. Sur. Abst. No. 540.
196. 60 acres of land in Section 38, H.T. & B. Sur. Abst. 556.
197. 10 acres of land known as Tract 158 of the Subdivision of Sec. 66, H.T. & B. Sur. Abst. No. 560.
198. 10 acres of land known as Lot 2, of the Subd. of Section 76, H.T. & B. Survey, Abst. No. 562.
199. 10 acres of land known as Lot 48 of the Allison-Richey Gulf Coast Home Co's Suburban Gardens Subd. of Sec. 78, H.T. & B. Sur. Abst. 565.
200. 5.2 acres of land out of the Eastern 1/2 of Lot 9, of the Allison Richey Gulf Coast Home Company's Suburban Gardens Subd. of Sec. 82, H.T. & B. Sur. Abst. 565.
201. 2 1/2 acres of land out of the North 1/2 of Tract 58, of Sec. 26, I & G. N. Sur. Abst. 619.

202. 10 acres of land, known as Lot 1 of a subdivision of Alf H. H. Talar Sur. Abet. No. 571.
203. 10 $\frac{1}{2}$ acres of land, known as Lot 3, Block 26, of the Allison-Michey Gulf Coast Home Co's Suburban Gardens Sub. of Sec. 4, T.C.R.R. Sur. Abet. 575.
204. 9.5 acres of land, known as Lot 3, Block 25, of the Allison-Michey Gulf Coast Home Company's Suburban Gardens Subd. of Section 4, T.C.R.R. Sur. Abet. 575.
205. 12 $\frac{1}{2}$ acres being an und. interest in a 50 acre tract in the east cor. of the R. H. Williams Survey, Abet. No. 583.
206. Lots Nos. 1, 2, 3, 4 and 5 of Block 4, Alvin No. 1, Alvin, Texas.
207. 10 acres of land known as Outlot 98 of the town of Manvel.
208. Lot 10, Block 607, and Lot 13, Block 717, of Velasco.

THE LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page 10

209. Lot 23, Block 742, of Velasco, Texas.
210. Lots 8, 9, 10 and 11, Block 82 of the Town of Angleton, Texas.
211. 12 acres being Lots Nos. 27 and 28 of Block No. 7 of the Wild Peach Subd. of part of S. F. Austin 7-1/3 League Grant, Abet. No. 80.

As to the land described in the above deed from T. T. Stratton, et al, to Harrison Oil Company, et al, this conveyance is subject to all sales, or reconveyances heretofore made by the Grantees in said deed.

RIGHTS-OF-WAY, BRAZORIA COUNTY, TEXAS

File No.	Grantor	Grantee	Date	Acres	Recorded Vol.	Page
1641	C. W. Massey et ux	Harrison Oil Co. & J. S. Abercrombie Co	9/29/36		281	534
	acres in HT&B Ry. Survey, Sec. 18.					
1641	Audrey Cooper	Harrison Oil Co. & J. S. Abercrombie Co.	9/29/36	10	281	533
	10 acres in HT&B Ry. Survey, No. 23.					
1641	Olivia W. Allison et al	Harrison Oil Co. & J. S. Abercrombie Co.	10/1/36	16.7	281	531
	16.7 acres in HT&B Ry. Survey, Sec. 23.					
1641	Olivia W. Allison et al	Harrison Oil Co. & J. S. Abercrombie Co.	10/1/36	20	281	530
	20 acres in HT&B Ry. Survey No. 23.					
1641	Wm. Theobald et ux	Harrison Oil Co. & J. S. Abercrombie Co.	9/18/36	157	281	535
	157 acres in HT&B Ry. Survey 16.					
1641	Essie A. Moulton	Harrison Oil Co. & J. S. Abercrombie Co.	10/1/36	10		
	10 acres in HT&B Ry. Survey No. 23.					
1641	Brazoria County, Tex.	Harrison Oil Co. & J. S. Abercrombie Co.	11/9/36			
	Right of Way and easement to construct, maintain and operate a pipe line under and across unimproved public county road at and near Station 405-70 on said road.					

EXCEPTIONS

It is hereby agreed that the above described land is retained by grantor, Harrison Oil Company, but the grantor, Harrison Oil Company, reserves and excepts unto itself, its heirs, assigns and assigns, all oil, gas, and other minerals and assets located in Brazoria County, Texas; and the grantor, Harrison Oil Company, is authorized to lease the same to the Defense Plant Corporation, dated March 27, 1942, and to the Petroleum Supplies Corporation, dated March 27, 1942, and to the grantor, Harrison Oil Company.

Witness my hand and seal this 11th day of November, 1936, at Houston, Texas.

By _____, Secretary of the Harrison Oil Company.

contract dated September 14, 1939, and renewals thereof.

(5) All cash, accounts, and bills receivable as of December 31, 1942.

(6) Contracts for the sale of oil and liquid hydrocarbons produced from Old Ocean Field now held with Warren Petroleum Company, The Texas Company, Pan-American Petroleum Corporation, and other similar contracts.

(7) Furniture, fixtures, equipment, supplies, contracts and other property necessary and incidental to the full performance of the above contracts and the business of purchasing and sale and other handling of petroleum products in said County.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said Magnolia Petroleum Company, a Corporation, its successors and assigns forever.

In addition to the foregoing, the Harrison Oil Company also hereby grants, bargains, sells and assigns unto the said Magnolia Petroleum Company, a corporation, its successors and assigns, all lands, buildings, leaseholds, franchises, easements, right of way contracts, interests and estates in lands and minerals, together with all appurtenances and hereditaments thereunto belonging, owned by said Harrison Oil Company or held by any other person or persons for its use and benefit, situated in said County of Parish, State of Texas; it being the purpose and intent of this conveyance to convey and place title to any and all properties owned by Harrison Oil Company, situated in said County or Parish and State, whether described herein or not, in Magnolia Petroleum Company, a Corporation, incorporated under the laws of the State of Texas, with its principal office at Dallas, Dallas County, Texas.

The properties herein described and intended to be conveyed are the same properties which were conveyed, among others, by Harrison Oil Company, a corporation, to Magnolia Petroleum Company, a Corporation, on the 31st day of December, 1942, by deed bearing that date, and this conveyance is made pursuant to the covenants contained in said deed without additional consideration in order to confirm and perfect the title of the grantee herein and to the properties herein described and intended to be conveyed.

IN TESTIMONY WHEREOF, the Harrison Oil Company has signed this instrument, and the same has been attested by the Secretary of said Company, with its seal annexed, on this the 31st day of December, 1942.

(CORP. SEAL)

HARRISON OIL COMPANY

OK
R. L. E.

ATTEST:

W. E. Holmes
Secretary

By: D. A. Little
President

R C K

THE STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, a Notary Public in and for said State and County, on this day personally appeared D. A. Little, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of the Harrison Oil Company, a Corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said Corporation.

GIVEN under my hand and official seal this 31st day of December, 1942.

(SEAL) J T Price Notary Public, Dallas County, Texas Notary Public in and for Dallas County, Texas

Filed for Record at 1:00 o'clock P M Jan 14 1943 J R Monarch Clerk County Court
Brasoria Co., Texas

545/71
The State of Texas)
County of Brazoria)

6330

Know all men by these presents, that I, Frank K. Stevens, acting for myself and my co-owners J. S. Abercrombie Co and Magnolia Petroleum Company, hereinafter referred to as Lessors for and in consideration of the sum of \$102.50 to me in hand paid by Mr. E. C. Allen, of Freeport, Texas, hereinafter referred to as Lessee, and subject to the provisions and conditions hereinafter set out, have leased to the said Lessee, for the term of Five Years, all of the following described tracts and parcels of land in Brazoria County, Texas, to-wit:

Tracts Nos. 19, 25, 27, 39, 64 and 171 in Division No. 1 in the B. T. Archer League, aggregating 30 acres
Tracts Nos. 9, 10, 11 Div. 2; Nos. 8, 9, & 10 in Div. 4; 9 in Div. 5; 95 in Div. 7; 5, 6, 24, 30, 39, 45, 46, 85, 110 in Div. 8, 20, 21, 24, 85, 86, 120, 177, 179 in Div. 9; 75, 82, 83, 85, 79, 87, 89, 113, 116 and 117 in Div. 10 and tract 4 in Div. 11, aggregating 175 acres from the F. J. Calvit League Abstract No. 51, and making a total acreage leased hereby of 205 acres

All according to the duly recorded subdivision Map of the Brazoria Coast Investment Company Subdivision of above surveys.

The foregoing lease is made upon the following terms and conditions to-wit:

The lease is for pasturage purposes only, and Lessors reserve their rights to go upon any of said tracts for the purposes of hunting or fishing or other purposes not interfering with the use of Lessee in pasturing his cattle.

The consideration recited above is for the first year beginning today ending on May 20, 1954 and a similar sum shall be paid in advance each year for the year beginning on May 20 each year for the duration of this lease.

The tracts hereby leased to Lessee are scattered tracts enclosed with tracts of other parties in rather large pastures and Lessors herein assume no burden of putting Lessee herein in possession of the tracts hereby leased.

Lessor reserves the right to cancel this lease as to any one or all of the tracts herein leased, upon giving Lessee 60 days notice of his desire to do so. In such case lessor to refund any unearned rental that he has received.

This lease is made subject to sale, and subject to mineral lease. In event any of the tracts herein leased are sold off or withdrawn from this lease, the rental due for the ensuing year will be proportionately reduced at rate of 50 cents per acre.

This lease shall not be assigned.

Witness our hands this the 20th day of May 1953.

Frank K. Stevens Lessor
for self & Co-owners as shown above

E. C. Allen Lessee

The State of Texas)
County of Brazoria)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank K. Stevens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set out.

GIVEN UNDER LY HAND AND SEAL OF OFFICE this the 20th day of May, A.D. 1953.

Alice Reid (Alice Reid)
Notary Public in and for
Brazoria County, Texas.

FURTHER Affiant sayeth not.

SUBSCRIBED AND SWORN to before me by E. A. McCauley
on this 3 day of May, A.D., 1954, to certify which witness
my hand and seal of office.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day
of July, A.D., 1954.

Filed for Record at Three o'clock P.M. 2022 12 12 By E. T. Jones, Jr.
Clerk County Court, Brazoria Co., Texas. By 12/12/2022 12/12/2022

KNOW ALL MEN BY THESE PRESENTS:

THAT, J. S. ABERCHROMBIE COMPANY, a Texas corporation, hereinafter called "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by OLD OCEAN OIL COMPANY, a Delaware Corporation authorized to do business in Texas, hereinafter called "Grantee," has Bargained, Sold, Assigned and Conveyed, and does by these presents Bargain, Sell, Assign and Convey unto the said Grantee, the following:

The interest indicated in the tracts of land described from 1 through 186 inclusive, on Exhibit "A" which is attached hereto and made a part hereof.

It is the intention of the Grantor to convey and Grantor does convey unto Grantee all of Grantor's interest in the lands described in said exhibit "A", whether the interest specified as being conveyed in said exhibit is less or more than the interest actually owned by Grantor therein.

TO HAVE AND TO HOLD the lands and interests in lands herein conveyed and described in said Exhibit "A" unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby bind itself, its successors and assigns, to WARRANT and forever DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under it, but not otherwise.

This conveyance shall be effective as of 12:00 o'Clock on the night of April 30, 1954.

IN WITNESS WHEREOF, J. S. ABERCROMBIE COMPANY has executed this instrument this 27 day of April, 1954.



Attest:

J. S. ABERCROMBIE COMPANY

BY E. J. Williams
Vice-President

H. P. Williams
Assistant Secretary

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared Ben E. Williams, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice-President of J. S. ABERCROMBIE COMPANY, a corporation, and acknowledged to me that he executed such instrument for the purposes and consideration therein expressed, and on behalf of and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of April, 1954.

E. J. Williams
Notary Public in and for
Harris County, Texas.

A. L. WEESENER
Notary Public in and for Harris County, Texas.

EXHIBIT "A"

BRAZORIA COUNTY, TEXAS

Acres

Description

Interest Conveyed

1.	5.00	Tract 6, Div. 8 F. J. Calvit League, Abst. 51 (675)	7/18 Min. Int.
2.	9.91	Lot 4, Boggs Sd. of Tract 24 Thos. Spraggins Survey, Abst. 366 (676)	7/18 Surf. & Min.
3.	5.00	Tract 324, Div. 13 A. Calvit League, Abstract 49 (678)	7/18 Surf. & Min.
4.	5.00	Tract 85, Div. 9 F. J. Calvit League, Abst. 51 (679)	7/18 Surf. & Min.
5.	5.00	Tract 338, Div. 13 A. Calvit League, Abst. 49 (680)	7/18 Surf. & Min.
6.	5.00	Tract 110, Div. 8 F. J. Calvit League, Abst. 51 (681)	7/18 Surf. & Min.
7.	5.00	Tract 158, Div. 9 F. J. Calvit League, Abst. 51 (682)	7/288 Roy. Int.
8.	10.00	Lot 2, Sec. 76 H&B RR Co. Survey, Abst. 562 (683)	7/18 Surf. & Min.
9.	10.00	Lot 12, Sec. 17 Hooper & Wade Survey, Abst. 423 (684)	7/18 Min. Int.
10.	5.00	Tract 113, Div. 10 F. J. Calvit League, Abst. 51 (685)	7/18 Surf. & Min.
11.	5.00	Tract 175, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (686)	7/72 Roy. Int.
12.	5.00	Tract 181, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (688)	7/72 Roy. Int.
13.	5.00	Tract 248, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (690)	1/2 Min. Int.
14.	5.00	Tract 228, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (692)	7/72 Roy. Int.
15.	5.00	Tract 330, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (694)	7/72 Roy. Int.
16.	5.00	Tract 352, Div. 13 A. Calvit League, Abst. 49 (695)	7/18 Surf. & Min.

EXHIBIT A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
17.	5.00	Tract 376, Div. 13 A. Calvit League, Abst. 49 (696)	7/18 Min. Int.
18.	5.00	Tract 49, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (698)	7/36 Min. Int.
19.	5.00	Tract 291, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (699)	7/72 Roy. Int.
20.	5.00	Tract 273, Div. 15	

		S. F. Austin 5 Leagues, Abst. 19 (700)	7/72 Roy. Int.
21.	5.00	Tract 340, Div. 13 A. Calvit League, Abst. 49 (703)	7/18 Surf. & Min.
22.	5.00	Tract 264, Div. 13 A. Calvit League, Abst. 49 (704)	7/18 Min. Int.
23.	5.00	Tract 46, Div. 8 F. J. Calvit League, Abst. 51 (705)	7/18 Surf. & Min.
24.	5.00	Tract 245, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (706)	1/2 Min. Int.
25.	5.00	Tract 189, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (708)	7/18 Min. Int.
26.	5.00	Tract 193, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (710)	7/18 Min. Int.
27.	5.00	Tract 342, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (710)	7/72 Roy. Int.
28.	5.00	Tract 369, Div. 13 A. Calvit League, Abst. 49 (711)	7/18 Min. Int.
29.	8.50	Lot 37 & part of Lot 38, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (713)	1/4 Min. Int.
30.	5.00	Tract 331, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (714)	7/72 Roy. Int.
31.	5.00	S/2 of Lot 33, Sec. 67 HT&B RR Co. Survey, Abst. 281 (715)	7/18 Surf. & Min.
32.	5.00	N/2 of Lot 33, Sec. 67 HT&B RR Co. Survey, Abst. 281 (715)	7/36 Min. Int.
	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
33.	5.00	W/2 of Lot 227, Sec. 65 HT&B RR Co. Survey, Abst. 285 (716)	7/36 Surf. & Min.
34.	5.00	Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (717)	7/18 Min. Int.
35.	10.00	Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 (718)	7/18 Surf. & Min.
36.	5.00	Tract 5, Div. 8 F. J. Calvit League, Abst. 51 (719)	7/18 Surf. & Min.
37.	5.00	Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (720)	7/18 Surf. & Min.
38.	40.00	Lot 7, Block H Angier, Hall & Bradley Survey, Abst. 6 (721)	7/18 Surf. & Min.
39.	5.00	SW/2 of Lot 6, Sec. 10 HT&B RR Co. Survey, Abst. 478 (722)	7/18 Min. Int.
40.	20.00	Tract 7, Block 4 E. P. Myrick Survey, Abst. 102	7/18 Surface 7/36 Min. Int.

		(723)	
41.	14.00	Lot 45 & S. 3 $\frac{1}{2}$ Ac. of Lot 46, Blk. 2 E. F. Myrick Survey, Abst. 102 (724)	7/18 Surface 7/36 Min. Int.
42.	5.00	Lot 1, Block 9, Wild Peach Rd. S. F. Austin 7-1/3 Leagues, Abst. 20 (725)	7/18 Surf. & Min.
43.	33.14	Tracts 13 & 14, Sec. 10 HT&B RR Co. Survey, Abst. 478 (727)	7/72 Min. Int.
44.	20.00	Lot 15, Sec. 16 Hooper & Wade Survey, Abst. 480 (728)	7/18 Min. Int.
45.	10.00	Tract 653, Sec. 56 HT&B RR Co. Survey, Abst. 515 (729)	7/18 Min. Int.
46.	10.00	Tract 45, Sec. 25 HT&B RR Co. Survey, Abst. 245 (730)	7/18 Surf. & Min.
47.	20.00	Tracts 20 & 21, Sec. 8 Hooper & Wade Survey, Abst. 489 (731)	7/18 Min. Int.
48.	22.00	Tract 4, Sec. 21 HT&B RR Co. Survey, Abst. 230 (732)	7/36 Min. Int.
	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
49.	20.00	Tract 8 John Martin Survey, Abst. 331 (733)	7/18 Surf. & Min.
50.	40.00	Lots 1, 2, 3, 4, Sec. 4 HT&B RR Co. Survey, Abst. 498 (734)	7/18 Surf. & Min.
51.	24.00	Lot 8 S. F. Austin 3 Labor, Abst. 30 (735)	7/18 Min. Int.
52.	10.00	Lots 28 & 30, Blk. 8, Wild Peach Rd. S. F. Austin 7-1/3 Leagues, Abst. 20 (736)	7/18 Min. Int.
53.	10.00	Tract 331, Sec. 2 Lavaca Navigation Co. Survey, Abst. 531 (737)	7/18 Surf. & Min.
54.	12.50	Lots 5 & 8, Blk. 16, Wild Peach Rd. S. F. Austin 7-1/3 Leagues, Abst. 20 (738)	7/18 Surf. & Min.
55.	5.00	Lot 25, Blk. 8, Wild Peach Rd. S. F. Austin 7-1/3 Leagues, Abst. 20 (739)	7/18 Surf. & Min.
56.	5.00	Lot 12, Blk. 16, Wild Peach Rd. S. F. Austin 7-1/3 Leagues, Abst. 20 (740)	7/18 Surf. & Min.
57.	12.00	Lots 27 & 29, Blk. 7, Wild Peach Rd. S. F. Austin 7-1/3 Leagues, Abst. 20 (741)	7/18 Surf. & Min.
58.	20.00	Lots 26 & 28, Sec. 67 HT&B RR Co. Survey, Abst. 281 (742)	7/18 Surf. & Min.
59.	10.00	Lot 158, Sec. 66 HT&B RR Co. Survey, Abst. 560 (742)	7/18 Surf. & Min.
60.	10.00	Tract 650, Sec. 56 HT&B RR Co. Survey, Abst. 515 (742)	7/18 Min. Int.

61.	10.00	Treat 317, Sec. 3 Lavaca Navigation Co. Survey, Abst. 328 (742)	7/18 Surf. & Min.
62.	1.00	Lot 7 John Martin Survey, Abst. 331 (743)	7/18 Surf. & Min.
63.	2.50	N/2 of Treat 58, Sec. 26 IAGN Survey, Abst. 619 (744)	7/18 Surf. & Min.
64.	10.50	Lot 3, Blk. 26, Sec. 4 T C RR Survey, Abst. 675 (745)	7/36 Min. Int.
<u>Acres</u> <u>Description</u> <u>Interest Conveyed</u>			
65.	9.60	Lot 3, Blk. 23, Sec. 4 T C RR Survey, Abst. 675 (746)	7/36 Min. Int.
66.	4.94	Lot 32, Cohen's Sd. John Brown 1/4 League, Abst. 48 (747)	7/18 Surf. & Min.
67.	2.00	S/2 of Stamm 4 Ac. Tract, Sec. 14 HT&B RR Co. Survey, Abst. 449 (748)	7/18 Surf. & Min.
68.	10.00	Lot 89, Jenkins Sd. W. D. C. Hall League, Abst. 70 (749)	7/18 Min. Int.
69.	.90	Part of Tract 9, Div. 3 A. Mitchell Survey, Abst. 98 (751)	7/18 Minerals & part of Surf.
70.	5.00	Tract 7, Div. 3 A. Mitchell Survey, Abst. 98 (751)	7/18 Minerals & part of Surf.
71.	5.00	Tract 8, Div. 3 A. Mitchell Survey, Abst. 98 (752)	7/18 Minerals & part of Surf.
72.	5.00	Tract 4, Div. 3 A. Mitchell Survey, Abst. 98 (753)	7/18 Minerals & part of Surf.
73.	5.00	Tract 6, Div. 3 A. Mitchell Survey, Abst. 98 (754)	7/18 Minerals & part of Surf.
74.	5.00	Tract 5, Div. 3 A. Mitchell Survey, Abst. 98 (755)	7/18 Minerals & part of Surf.
75.	5.00	Tract 120, Div. 9 P. J. Calvit League, Abst. 51 (756)	7/18 Surf. & Min.
76.	5.00	Tract 85, Div. 10 P. J. Calvit League, Abst. 51 (757)	7/18 Surf. & Min.
77.	5.00	Tract 20, Div. 9 P. J. Calvit League, Abst. 51 (758)	7/18 Surf. & Min.
78.	Town Lot	Lot 3, Block 539 Town of Velasco (758)	7/18 Surf. & Min.
79.	5.00	Tract 177, Div. 9 P. J. Calvit League, Abst. 51 (759)	7/18 Surf. & Min.
80.	5.00	Tract 45, Div. 8 P. J. Calvit League, Abst. 51 (760)	7/18 Surf. & Min.

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
81.	5.00	Treat 10, Div. 2 F. J. Calvit League, Abet. 51 (761)	7/18 Surf. & Min.
82.	5.00	Treat 179, Div. 9 F. J. Calvit League, Abet. 51 (763)	7/18 Surf. & Min.
83.	5.00	Treat 128, Div. 9 F. J. Calvit League, Abet. 51 (764)	7/18 Min. Int.
84.	5.00	Treat 134, Div. 9 F. J. Calvit League, Abet. 51 (765)	7/18 Min. Int.
85.	5.00	Treat 10, Div. 4 F. J. Calvit League, Abet. 51 (766)	7/18 Surf. & Min.
86.	5.00	Treat 85, Div. 8 F. J. Calvit League, Abet. 51 (767)	7/18 Surf. & Min.
87.	5.00	Treat 191, Div. 15 S. F. Austin 5 Leagues, Abet. 19 (768)	7/18 Min. Int.
88.	5.00	Treat 223, Div. 15 S. F. Austin 5 Leagues, Abet. 19 (770)	7/18 Min. Int.
89.	80.00	Sec. 38 H&A RR Co. Survey, Abet. 556 (771)	7/18 Min. Int.
90.	10.00	Lot 37, Blk. A, N. Chatfield Rd. Francis Moore League, Abet. 100 (772)	7/18 Min. Int.
91.	10.00	Lot 39, Sec. 23 Hooper & Wade Survey, Abet. 420 (773)	7/18 Min. Int.
92.	5.00	NW/2 of Lot 19, Sec. 28 H&A RR Co. Survey, Abet. 472 (774)	7/18 Surf. & Min.
93.	20.00	Lot 10, Sec. 16 Hooper & Wade Survey, Abet. 480 (775)	7/18 Min. Int.
94.	20.00	Lots 15 & 40, Sec. 25 H&A RR Co. Survey, Abet. 245 (776)	7/18 Surf. & Min.
95.	10.00	Treat 11-A, Sec. 1 I&M Survey, Abet. 400 (777)	7/18 Min. Int.
96.	20.12	Treats 470, 471, 472 & 473 S. F. Austin League #2, Abet. 23 (778)	7/18 Surf. & Min.
	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
97.	15.00 (16.69)	Treats 522, 523 & 524 S. F. Austin League #2, Abet. 23 (779)	7/18 Surf. & Min.
98.	3.00	Lots 5, 6 & 22, Tr. 8, Reed Rd. L.M.H. Washington Survey, Abet. 386 (780)	7/18 Surf. & Min.
99.	5.00	Treat 21, Div. 9 F. J. Calvit League, Abet. 51 (782)	7/18 Surf. & Min.
100.	5.00	Treat 83, Div. 10 F. J. Calvit League, Abet. 51	7/18 Surf. & Min.

		(783)	
101.	5.00	Tract 86, Div. 9 F. J. Calvit League, Abst. 51 (784)	7/18 Surf. & Min.
102.	5.00	Tract 87, Div. 10 F. J. Calvit League, Abst. 51 (785)	7/18 Min. Int.
103.	5.00	Tract 24, Div. 8 F. J. Calvit League, Abst. 51 (786)	7/18 Surf. & Min.
104.	5.00	Tract 30, Div. 8 F. J. Calvit League, Abst. 51 (787)	7/18 Surf. & Min.
105.	5.00	Tract 24, Div. 9 F. J. Calvit League, Abst. 51 (788)	7/18 Surf. & Min.
106.	5.00	Tract 31, Div. 1 B. T. Archer Survey, Abst. 9 (789)	7/18 Min. Int.
107.	5.00	Tract 39, Div. 1 B. T. Archer Survey, Abst. 9 (790)	7/18 Surf. & Min.
108.	5.00	Tract 25, Div. 1 B. T. Archer Survey, Abst. 9 (791)	7/18 Surf. & Min.
109.	5.00	Tract 31, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (794)	7/18 Min. Int.
110.	5.00	Tract 41, Div. 11 F. J. Calvit League, Abst. 51 (795)	7/18 Surf. & Min.
111.	5.00	Tract 117, Div. 10 F. J. Calvit League, Abst. 51 (796)	7/18 Surf. & Min.
112.	10.00	Tract 18, Sec. 8 Hooper & Wade Survey, Abst. 489 (797)	7/36 Min. Int.
	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
113.	5.00	Tract 55, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (798)	7/18 Min. Int.
114.	10.00	Lot 32, Sec. 25 HT&B RR Co. Survey, Abst. 245 (799)	7/18 Surf. & Min.
115.	8.00	Part of Lot 51, Sec. 25 HT&B RR Co. Survey, Abst. 245 (800)	7/18 Surf. & Min.
116.	10.00	Lot 31, Sec. 25 HT&B RR Co. Survey, Abst. 245 (801)	7/18 Surf. & Min.
117.	10.00	Tract 12, Sec. 10 Hooper & Wade Survey, Abst. 486 (802)	7/18 Surf. & Min.
118.	2.50	Lot 4, Block 27, Sec. 18 HT&B RR Co. Survey, Abst. 474 (803)	7/36 Surf. & Min.
119.	10.00	Lot 7, Sec. 19 HT&B RR Co. Survey, Abst. 243 (804)	7/18 Min. Int.
120.	10.00	Lot 33, Sec. 89 ACH&B Survey, Abst. 417 (806)	7/18 Min. Int.

121.	1.00	Lot 5, Sec. 85 AGHB Survey, Abst. 540 (807)	7/18 Min. Int.
122.	1.00	Lot 25 of Reel 84. of Tract 8 L. H. Washington Survey, Abst. 386 (808)	7/18 Surf. & Min.
123.	10.00	Lot 36, Sec. 89 AGHB Survey, Abst. 417 (809)	7/36 Min. Int.
124.	10.00	Lot 41, Sec. 81 HT&B RR Co. Survey, Abst. 300 (810)	7/18 Min. Int.
125.	5.00	Tract 95, Div. 7 F. J. Calvit League, Abst. 51 (811)	7/18 Minerals & part of Surf.
126.	10.00	Tract 6, Sec. 23 Hooper & Wade Survey, Abst. 420 (812)	7/18 Minerals & part of Surf.
127.	10.00	Lot 6, Sec. 90 AGHB Survey, Abst. 459 (813)	7/18 Min. Int.
128.	23.44	Lots 18 & 22, Sec. 1 Hooper & Wade Survey, Abst. 431 (814)	7/18 Surf. & Min.
	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
129.	10.00	Lot 48, Sec. 78 HT&B RR Co. Survey, Abst. 563 (815)	7/18 Min. Int.
130.	10.00	Lot 60, Sec. 20 HT&B RR Co. Survey, Abst. 506 (816)	7/72 Min. Int.
131.	.50	Tract 636, Lots 12 & 13 S. F. Austin League #2, Abst. 23 (817)	7/18 Surf. & Min.
132.	5.00	3/2 of Lot 46 Div. 92, E. Little Survey, Abst. 320 Sec. 92, ACH&B Survey, Abst. 541 (818)	7/18 Surf. & Min.
133.	16.87	Tract 9, Abst. 468 M. V. O'Donnell Survey, Abst. 468 (820)	7/18 Surf. & Min.
134.	20.00	Lots 1 & 4, Blk. 6, Sec. 22 Hooper & Wade Survey, Abst. 491 (821)	7/18 Min. Int.
135.	5.00	Tract 19, Div. 1 B. T. Archer Survey, Abst. 9 (822)	7/18 Surf. & Min.
136.	10.00	Tract 43, Block 2 E. P. Myrick Survey, Abst. 102 (823)	7/36 Min. Int. 7/18 Surface
137.	5.00	Tract 360 S. F. Austin League #2, Abst. 23 (824)	7/18 Surf. & Min.
138.	5.20	1/2 of Lot 9, Sec. 82 HT&B RR Co. Survey, Abst. 565 (825)	7/18 Surf. & Min.
139.	5.00	3/2 of Lot 51, Sec. 9 Hooper & Wade Survey, Abst. 432 (826)	7/18 Min. Int.
140.	8.02	Tract 335, Block 12 S. F. Austin League #2, Abst. 23 (827)	7/18 Surf. & Min.

141.	Town Lot	Lot 8, Block 2 Town of Damon (828)	7/18 Surf. & Min.
142.	5.00	Tract 75, Div. 10 F. J. Calvit League, Abst. 51 (829)	7/18 Surf. & Min.
143.	5.00	Tract 9, Div. 2 F. J. Calvit League, Abst. 51 (830)	7/18 Surf. & Min.
144.	5.00	Tract 116, Div. 10 F. J. Calvit League, Abst. 51 (831)	7/18 Surf. & Min.
	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
145.	5.00	Tract 9, Div. 5 F. J. Calvit League, Abst. 51 (832)	7/18 Surf. & Min.
146.	5.00	Tract 8, Div. 4 F. J. Calvit League, Abst. 51 (833)	7/18 Surf. & Min.
147.	5.00	Tract 7, Div. 2 F. J. Calvit League, Abst. 51 (834)	7/18 Min. Int.
148.	5.00	Tract 89, Div. 10 F. J. Calvit League, Abst. 51 (835)	7/18 Min. Int.
149.	5.00	Tract 39, Div. 8 F. J. Calvit League, Abst. 51 (836)	7/18 Surf. & Min.
150.	5.00	Tract 98, Div. 10 F. J. Calvit League, Abst. 51 (837)	7/288 Roy. Int.
151.	8.00	Allsberry 1 $\frac{1}{2}$ Leagues, Abst. 4 Calvin Summrell Survey, Abst. 368 S. F. Austin Labor, Abst. 34 Parker Williams Survey, Abst. 137 (838)	7/18 Surf. & Min.
152.	10.00	Lot 1, Abst. 671 Alf. H. H. Tolar Survey, Abst. 671 (839)	7/18 Surf. & Min.
153.	10.00	Lot 32, Sec. 10 HT&B RR Co. Survey, Abst. 505 (840)	7/18 Min. Int.
154.	10.00	Lot 11, Sec. 51 HT&B RR Co. Survey, Abst. 288 (843)	7/18 Surf. & Min.
155.	10.00	Tract 2, Sec. 25 ACH&B Survey, Abst. 412 (844)	7/18 Surf. & Min.
156.	50.00 (Und.)	Und. 12 $\frac{1}{2}$ Ac. Int. in 50 Ac. Tract R. H. Williams Survey, Abst. 683 (845)	7/18 Surf. & Min.
157.	5.00	E/2 of Lot 16, Sec. 19 HT&B RR Co. Survey, Abst. 243 (846)	7/18 Min. Int.
158.	7.50	Lots 1, 2, 3, Blk. 27, Cole Ed., Sec. 18 HT&B RR Co. Survey, Abst. 474 (847)	7/18 Surf. & Min.
159.	10.00	Lot 1, Block 11, Sec. 22 Hooper & Wade Survey, Abst. 491 (848)	7/18 Min. Int.
160.	23.25	Tract 30, Sec. 17 Hooper & Wade Survey, Abst. 423 (849)	7/18 Min. Int.

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
161.	5.00	Tract 92, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (850)	7/72 Roy. Int.
162.	10.00	Outlot 95 Town of Manuel (851)	7/18 Min. Int.
163.	Town Lots	Lots 8, 9, 10, 11, Block 82 Town of Angleton (852)	7/288 Roy. Int.
164.	320.00 (plus)	Lots 27 to 34, inc. Geo. Harrison Survey, Abst. 73 (853)	7/18 Surf. & Min.
165.	9.89	Lot 3, Sec. 17 H&B RR Co. Survey, Abst. 228 (854)	7/36 Min. Int.
166.	5.00	Tract 385, Div. 13 A. Galvit League, Abst. 49 (855)	7/18 Min. Int.
167.	5.00	Tract 159, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (856)	7/72 Roy. Int.
168.	20.00	"Fiddlers Island" Robt. McClure Survey, Abst. 339 (858)	7/18 Minerals & part of Surf.
169.	5.00	Tract 224, Div. 1 B. T. Archer Survey, Abst. 9 (859)	7/18 Min. Int.
170.	5.00	Tract 64, Div. 1 B. T. Archer Survey, Abst. 9 (860)	7/18 Surf. & Min.
171.	10.00	Lot 136, Sec. 60 H&B RR Co. Survey, Abst. 517 (861)	7/18 Surf. & Min.
172.	2.50	E/4 of Lot 31 (31-A), Sec. 89 ACH&B Survey, Abst. 417 (863)	7/18 Min. Int.
173.	9.55	Lot 7, Sec. 28 H&B RR Co. Survey, Abst. 472 (865)	7/18 Surf. & Min.
174.	10.00	Tract 24, Sec. 8 Hooper & Wade Survey, Abst. 489 (866)	7/36 Min. Int.
175.	6.31	Lot 13-A, Sec. 10 Hooper & Wade Survey, Abst. 486 (867)	7/18 Surf. & Min.
176.	10.00	3/2 of Tract 14, Sec. 17 Hooper & Wade Survey, Abst. 423 (868)	21/72 Surf. & Min.
	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
177.	10.00	Lot 3, Sec. 1 I&GN Survey, Abst. 400 (870)	7/18 Min. Int.
178.	45.00	Lot 17-A Edmund Andrews Survey, Abst. 5 (871)	7/18 Min. Int.
179.	10.00	Tracts 27 & 171, Div. 1 B. T. Archer Survey, Abst. 9 (872)	7/18 Surf. & Min.
180.	5.00	Tract 187, Div. 1 B. T. Archer Survey, Abst. 9	7/18 Min. Int.

		(873)	
181.	40.00	NW/4 of NW/4 of Sec. 7 Hooper & Wade Survey, Abst. 430 (874)	7/18 Min. Int.
182.	Town Lots	Lot 10, Block 607 Lot 13, Block 717 Town of Velasco (875)	7/18 Surf. & Min.
183.	Town Lot	Lot 23, Block 742 Town of Velasco (876)	7/18 Surf. & Min.
184.	20.00	Lot 8, Div. 2 Edwin Waller League, Abst. 134 (877)	7/18 Min. Int.
185.	38.70	Lot 27, Sec. 40 ET&B RR Co. Survey, Abst. 482 (878)	7/12 Min. Int.
186.	5.00	Tract 9, Div. 4 F. J. Calvit League, Abst. 51 (3186)	7/18 Surface

Filed for Record at 10 o'clock AM, 1921, by H. E. Stevens, Jr.
Clerk County Court, Brazoria Co., Texas. By 2 Deputy

THE STATE OF TEXAS

5190

COUNTY OF Brazoria

KNOW ALL MEN BY THESE PRESENTS, THAT J. S. ABERCROMBIE COMPANY, a Texas corporation of Houston, Texas, hereinafter called "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by OLD OCEAN OIL COMPANY, a Delaware corporation, qualified to transact business in the State of Texas, hereinafter called "Grantee," has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said Grantee, the following described real and personal property in Brazoria County, Texas:

(a) All of the lands and interests in lands more particularly described in the Schedule attached hereto marked Exhibit "A" and made a part hereof, including but without limitation by enumeration, all surface, mineral, royalty, overriding royalty, working interests, leasehold estates, and carried working interests therein; production payments thereon and net profits agreements relating thereto; and all easements, rights of way, surface leases or similar estates in or affecting said land; and,

(b) All of the personal property owned or claimed by Grantor located on or used in connection with the lands included in (a) above and (c) below, including but without limitation by enumeration, all of Grantor's interest in all oil and gas wells, and the pipe and equipment therein, thereon or used in connection therewith, all derricks, casing, tubing, connections, flow lines, separators, storage tanks, warehouses and the supplies therein; and,

(c) In addition to any and all of the property conveyed under (a) and (b) above, all other property, both real and personal owned or claimed by Grantor in said county.

TO HAVE AND TO HOLD the aforesaid property, together

property of said estate to the grantees herein and to the three other residuary beneficiaries of said Will in accordance with the terms of this instrument and parallel instruments of conveyance to said other residuary beneficiaries. This conveyance effective as to oil runs, 7 A.M. April 1, 1934.

EXECUTED at Dallas, Texas, this 15th day of APRIL, A.D. 1934.

Robert G. Payne
 ROBERT G. PAYNE, Independent
 Executor and General Trustee under the
 Will and of the Estate of J. F. Lucy,
 Deceased

THE STATE OF TEXAS
 COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT G. PAYNE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 15th day of APRIL, A.D. 1934.

Elvena Sacksteder
 Notary Public in and for Dallas County,
 Texas

ELVENA SACKSTEDER

(Division of Interest - no revenue stamps necessary)

Filed for Record at 11:00 o'clock A.M., 1934, H. R. Stevens, Jr.,
 Clerk County Court, Brazoria Co., Texas, By 1934 Deputy.

STATE OF TEXAS

COUNTY OF BRAZORIA

I **6321**

KNOW ALL MEN BY THESE PRESENTS:

THAT, OLD OCEAN OIL COMPANY, a Delaware Corporation authorized to do business in Texas, hereinafter called "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by STANOLIND OIL AND GAS COMPANY, a corporation authorized to do business in Texas, hereinafter called "Grantee," has Bargained, Sold, Assigned and Conveyed, and does by these presents Bargain, Sell, Assign and Convey unto the said Grantee, the following:

The interest indicated in the tracts of land described from 1 through 186 inclusive, on Exhibit "A" which is attached hereto and made a part hereof.

It is the intention of the Grantor to convey and Grantor does convey unto Grantee, all of Grantor's interest in the lands described in said Exhibit "A", whether the interest specified as being conveyed in said exhibit is less or more than the interest actually owned by Grantor therein.

TO HAVE AND TO HOLD the lands and interests in lands herein conveyed and described in said Exhibit "A" unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby bind itself, its successors and assigns, to WARRANT and forever DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under it, but not otherwise.

This conveyance shall be effective as of 12:00 o'Clock on the night of April 30, 1954.

IN WITNESS WHEREOF, OLD OCEAN OIL COMPANY has executed this instrument this 30 day of April, 1954.

Attest:

[Signature]
Secretary

OLD OCEAN OIL COMPANY

BY *[Signature]*
President



THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared HARRY C. WEEKS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the ~~Vice~~ President of OLD OCEAN OIL COMPANY, a corporation, and acknowledged to me that he executed such instrument for the purposes and consideration therein expressed, and on behalf of and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of April, 1954.

[Signature]
Notary Public in and for
Harris County, Texas.

A. L. RAESNER
Notary Public in and for Harris County, Texas

EXHIBIT "A"

BRAZORIA COUNTY, TEXAS

Acres

Description

Interest Conveyed

1.	5.00	Tract 8, Div. 8 F. J. Calvit League, Abst. 51 (675)	7/18 Min. Int.
2.	9.91	Lot 4, Boggs 3d. of Tract 24 Thos. Spraggins Survey, Abst. 366 (676)	7/18 Surf. & Min.
3.	5.00	Tract 324, Div. 13 A. Calvit League, Abstract 49 (678)	7/18 Surf. & Min.
4.	5.00	Tract 85, Div. 9 F. J. Calvit League, Abst. 51 (679)	7/18 Surf. & Min.
5.	5.00	Tract 338, Div. 13 A. Calvit League, Abst. 49 (680)	7/18 Surf. & Min.
6.	5.00	Tract 110, Div. 8 F. J. Calvit League, Abst. 51 (681)	7/18 Surf. & Min.
7.	5.00	Tract 158, Div. 9 F. J. Calvit League, Abst. 51 (682)	7/288 Roy. Int.
8.	10.00	Lot 2, Sec. 76 HT&B RR Co. Survey, Abst. 562 (683)	7/18 Surf. & Min.
9.	10.00	Lot 12, Sec. 17 Hooper & Wade Survey, Abst. 423 (684)	7/18 Min. Int.
10.	5.00	Tract 113, Div. 10 F. J. Calvit League, Abst. 51 (685)	7/18 Surf. & Min.
11.	5.00	Tract 175, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (686)	7/72 Roy. Int. ✓
12.	5.00	Tract 181, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (688)	7/72 Roy. Int. ✓
13.	5.00	Tract 248, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (690)	1/2 Min. Int.
14.	5.00	Tract 228, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (692)	7/72 Roy. Int. ✓
15.	5.00	Tract 330, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (694)	7/72 Roy. Int.
16.	5.00	Tract 352, Div. 13 A. Calvit League, Abst. 49 (695)	7/18 Surf. & Min.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
17.	5.00	Tract 376, Div. 13 A. Calvit League, Abst. 49 (696)	7/18 Min. Int.
18.	5.00	Tract 49, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (698)	7/36 Min. Int.
19.	5.00	Tract 291, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (699)	7/72 Roy. Int.

20.	5.00	Tract 273, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (700)	7/72 Roy. Int.
21.	5.00	Tract 340, Div. 13 A. Calvit League, Abst. 49 (703)	7/18 Surf. & Min.
22.	5.00	Tract 264, Div. 13 A. Calvit League, Abst. 49 (704)	7/18 Min. Int.
23.	5.00	Tract 46, Div. 8 F. J. Calvit League, Abst. 51 (705)	7/18 Surf. & Min.
24.	5.00	Tract 245, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (706)	1/2 Min. Int.
25.	5.00	Tract 189, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (708)	7/18 Min. Int.
26.	5.00	Tract 193, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (710)	7/18 Min. Int.
27.	5.00	Tract 342, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (710)	7/72 Roy. Int.
28.	5.00	Tract 369, Div. 13 F. Calvit League, Abst. 49 (711)	7/18 Min. Int.
29.	8.50	Lot 37 & part of Lot 38, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (713)	1/4 Min. Int.
30.	5.00	Tract 331, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (714)	7/72 Roy. Int.
31.	5.00	S/2 of Lot 33, Sec. 67 HT&B RR Co. Survey, Abst. 281 (715)	7/18 Surf. & Min.
32.	5.00	N/2 of Lot 33, Sec. 67 HT&B RR Co. Survey, Abst. 281 (715)	7/36 Min. Int.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
33.	5.00	W/2 of Lot 227, Sec. 65 HT&B RR Co. Survey, Abst. 285 (716)	7/36 Surf. & Min.
34.	5.00	Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (717)	7/18 Min. Int.
35.	10.00	Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 (718)	7/18 Surf. & Min.
36.	5.00	Tract 5, Div. 8 F. J. Calvit League, Abst. 51 (719)	7/18 Surf. & Min.
37.	5.00	Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (720)	7/18 Surf. & Min.
38.	40.00	Lot 7, Block H Annen. Hall & Bradley Survey, Abst. 6	7/18 Surf. & Min.

39.	5.00	7/2 of Lot 6, Sec. 10 HT&B RR Co. Survey, Abst. 478 (722)	7/18 Min. Int.
40.	20.00	Tract 7, Block 4 E. P. Myrick Survey, Abst. 102 (723)	7/18 Surface 7/36 Min. Int.
41.	14.00	Lot 45 & S. 3 1/2 Ac. of Lot 46, Blk. 2 E. P. Myrick Survey, Abst. 102 (724)	7/18 Surface 7/36 Min. Int.
42.	5.00	Lot 1, Block 9, Wild Peach Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (726)	7/18 Surf. & Min.
43.	33.14	Tracts 13 & 14, Sec. 10 HT&B RR Co. Survey, Abst. 478 (727)	7/12 Min. Int.
44.	20.00	Lot 15, Sec. 16 Hooper & Wade Survey, Abst. 480 (728)	7/18 Min. Int.
45.	10.00	Tract 653, Sec. 56 HT&B RR Co. Survey, Abst. 515 (729)	7/18 Min. Int.
46.	10.00	Tract 45, Sec. 25 HT&B RR Co. Survey, Abst. 245 (730)	7/18 Surf. & Min.
47.	20.00	Tracts 20 & 21, Sec. 8 Hooper & Wade Survey, Abst. 489 (731)	7/18 Min. Int.
48.	22.00	Tract 4, Sec. 21 HT&B RR Co. Survey, Abst. 230 (732)	7/36 Min. Int.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
49.	20.00	Tract 8 John Martin Survey, Abst. 331 (733)	7/18 Surf. & Min.
50.	40.00	Lots 1, 2, 3, 4, Sec. 4 HT&B RR Co. Survey, Abst. 498 (734)	7/18 Surf. & Min.
51.	24.00	Lot 8 S. F. Austin 3 Leagues, Abst. 30 (735)	7/18 Min. Int.
52.	10.00	Lots 28 & 30, Blk. 8, Wild Peach Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (736)	7/18 Min. Int.
53.	10.00	Tract 331, Sec. 2 Lavaca Navigation Co. Survey, Abst. 531 (737)	7/18 Surf. & Min.
54.	12.50	Lots 5 & 8, Blk. 16, Wild Peach Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (738)	7/18 Surf. & Min.
55.	5.00	Lot 25, Blk. 8, Wild Peach Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (739)	7/18 Surf. & Min.
56.	5.00	Lot 12, Blk. 16, Wild Peach Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (740)	7/18 Surf. & Min.
57.	12.00	Lots 27 & 29, Blk. 7, Wild Peach Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (741)	7/18 Surf. & Min.

58.	20.00	Lots 26 & 28, Sec. 67 HT&B RR Co. Survey, Abst. 281 (742)	7/18 Surf. & Min.
59.	10.00	Lot 158, Sec. 66 HT&B RR Co. Survey, Abst. 560 (742)	7/18 Surf. & Min.
60.	10.00	Tract 650, Sec. 56 HT&B RR Co. Survey, Abst. 515 (742)	7/18 Min. Int.
61.	10.00	Tract 317, Sec. 3 Lavaca Navigation Co. Survey, Abst. 328 (742)	7/18 Surf. & Min.
62.	1.00	Lot 7 John Martin Survey, Abst. 331 (743)	7/18 Surf. & Min.
63.	2.50	N/2 of Tract 58, Sec. 26 IAGW Survey, Abst. 619 (744)	7/18 Surf. & Min.
64.	10.50	Lot 3, Blk. 26, Sec. 4 T C RR Survey, Abst. 675 (745)	7/36 Min. Int.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
65.	9.60	Lot 3, Blk. 23, Sec. 4 T C RR Survey, Abst. 675 (746)	7/36 Min. Int.
66.	4.94	Lot 32, Cohen's Sd. John Brown 1/4 League, Abst. 48 (747)	7/18 Surf. & Min.
67.	2.00	S/2 of Stamm 4 Ac. Tract, Sec. 14 HT&B RR Co. Survey, Abst. 449 (748)	7/18 Surf. & Min.
68.	10.00	Lot 89, Jenkins Sd. W. D. C. Hall League, Abst. 70 (749)	7/18 Min. Int.
69.	.90	Part of Tract 9, Div. 3 A. Mitchell Survey, Abst. 98 (751)	7/18 Minerals & part of Surf.
70.	5.00	Tract 7, Div. 3 A. Mitchell Survey, Abst. 98 (751)	7/18 Minerals & part of Surf.
71.	5.00	Tract 8, Div. 3 A. Mitchell Survey, Abst. 98 (752)	7/18 Minerals & part of Surf.
72.	5.00	Tract 4, Div. 3 A. Mitchell Survey, Abst. 98 (753)	7/18 Minerals & part of Surf.
73.	5.00	Tract 6, Div. 3 A. Mitchell Survey, Abst. 98 (754)	7/18 Minerals & part of Surf.
74.	5.00	Tract 5, Div. 3 A. Mitchell Survey, Abst. 98 (755)	7/18 Minerals & part of Surf.
75.	5.00	Tract 120, Div. 5 F. J. Calvit League, Abst. 51 (756)	7/18 Minerals & part of Surf.
76.	5.00	Tract 85, Div. 5 F. J. Calvit League, Abst. 51 (757)	7/18 Minerals & part of Surf.

77.	5.00	Tract 20, Div. 9 F. J. Calvit League, Abst. 51 (758)	7/18 Surf. & Min.
78.	Town Lot	Lot 3, Block 539 Town of Velasco (758)	7/18 Surf. & Min.
79.	5.00	Tract 177, Div. 9 F. J. Calvit League, Abst. 51 (759)	7/18 Surf. & Min.
80.	5.00	Tract 45, Div. 8 F. J. Calvit League, Abst. 51 (760)	7/18 Surf. & Min.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
81.	5.00	Tract 10, Div. 2 F. J. Calvit League, Abst. 51 (761)	7/18 Surf. & Min.
82.	5.00	Tract 179, Div. 9 F. J. Calvit League, Abst. 51 (763)	7/18 Surf. & Min.
83.	5.00	Tract 128, Div. 9 F. J. Calvit League, Abst. 51 (764)	7/18 Min. Int.
84.	5.00	Tract 134, Div. 9 F. J. Calvit League, Abst. 51 (765)	7/18 Min. Int.
85.	5.00	Tract 10, Div. 4 F. J. Calvit League, Abst. 51 (766)	7/18 Surf. & Min.
86.	5.00	Tract 85, Div. 8 F. J. Calvit League, Abst. 51 (767)	7/18 Surf. & Min.
87.	5.00	Tract 191, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (768)	7/18 Min. Int.
88.	5.00	Tract 223, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (770)	7/18 Min. Int.
89.	80.00	Sec. 38 HT&B RR Co. Survey, Abst. 556 (771)	7/18 Min. Int.
90.	10.00	Lot 37, Blk. A, N. Chatfield Sd. Francis Moore League, Abst. 100 (772)	7/18 Min. Int.
91.	10.00	Lot 39, Sec. 23 Hooper & Wade Survey, Abst. 420 (773)	7/18 Min. Int.
92.	5.00	NW/2 of Lot 19, Sec. 28 HT&B RR Co. Survey, Abst. 472 (774)	7/18 Surf. & Min.
93.	20.00	Lot 10, Sec. 16 Hooper & Wade Survey, Abst. 480 (775)	7/18 Min. Int.
94.	20.00	Lots 15 & 40, Sec. 25 HT&B RR Co. Survey, Abst. 245 (776)	7/18 Surf. & Min.
95.	10.00	Tract 11-A, Sec. 1 I&GN Survey, Abst. 400 (777)	7/18 Min. Int.

96. 20.12 Tracts 470, 471, 472 & 473
S. F. Austin League #2, Abst. 23
(778) 7/18 Surf. & Min.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
97.	15.00 (16.69)	Tracts 522, 523 & 524 S. F. Austin League #2, Abst. 23 (779)	7/18 Surf. & Min.
98.	3.00	Lots 5, 6 & 22, Tm. B, Reed St. L.M.W. Washington Survey, Abst. 286 (780)	7/18 Surf. & Min.
99.	5.00	Tract 21, Div. 9 P. J. Calvit League, Abst. 51 (782)	7/18 Surf. & Min.
100.	5.00	Tract 22, Div. 10 P. J. Calvit League, Abst. 51 (783)	7/18 Surf. & Min.
101.	5.00	Tract 26, Div. 9 P. J. Calvit League, Abst. 51 (784)	7/18 Surf. & Min.
102.	5.00	Tract 27, Div. 10 P. J. Calvit League, Abst. 51 (785)	7/18 Min. Int.
103.	5.00	Tract 24, Div. 8 P. J. Calvit League, Abst. 51 (786)	7/18 Surf. & Min.
104.	5.00	Tract 20, Div. 9 P. J. Calvit League, Abst. 51 (787)	7/18 Surf. & Min.
105.	5.00	Tract 21, Div. 9 P. J. Calvit League, Abst. 51 (788)	7/18 Surf. & Min.
106.	5.00	Tract 21, Div. 1 B. T. Archer Survey, Abst. 9 (789)	7/18 Min. Int.
107.	5.00	Tract 20, Div. 1 B. T. Archer Survey, Abst. 9 (790)	7/18 Surf. & Min.
108.	5.00	Tract 25, Div. 1 B. T. Archer Survey, Abst. 9 (791)	7/18 Surf. & Min.
109.	5.00	Tract 21, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (792)	7/18 Min. Int.
110.	5.00	Tract 41, Div. 11 P. J. Calvit League, Abst. 51 (795)	7/18 Surf. & Min.
111.	5.00	Tract 117, Div. 10 P. J. Calvit League, Abst. 51 (796)	7/18 Surf. & Min.
112.	10.00	Tract 18, Sec. 8 Hooper & Wade Survey, Abst. 489 (797)	7/36 Min. Int.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
113. 5.00	Tract 55, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (798)	7/18 Min. Int.
114. 10.00	Lot 32, Sec. 25 HT&B RR Co. Survey, Abst. 245 (799)	7/18 Surf. & Min.
115. 8.00	Part of Lot 51, Sec. 25 HT&B RR Co. Survey, Abst. 245 (800)	7/18 Surf. & Min.
116. 10.00	Lot 31, Sec. 25 HT&B RR Co. Survey, Abst. 245 (801)	7/18 Surf. & Min.
117. 10.00	Tract 12, Sec. 10 Hooper & Wade Survey, Abst. 486 (802)	7/18 Surf. & Min.
118. 2.50	Lot 4, Block 27, Sec. 18 HT&B RR Co. Survey, Abst. 474 (803)	7/36 Surf. & Min.
119. 10.00	Lot 7, Sec. 19 HT&B RR Co. Survey, Abst. 243 (804)	7/18 Min. Int.
120. 10.00	Lot 33, Sec. 89 ACH&B Survey, Abst. 417 (806)	7/18 Min. Int.
121. 1.00	Lot 5, Sec. 88 ACH&B Survey, Abst. 540 (807)	7/18 Min. Int.
122. 1.00	Lot 25 of Reed 3d. of Tract 8 L.M.H. Washington Survey, Abst. 386 (808)	7/18 Surf. & Min.
123. 10.00	Lot 36, Sec. 89 ACH&B Survey, Abst. 417 (809)	7/36 Min. Int.
124. 10.00	Lot 41, Sec. 81 HT&B RR Co. Survey, Abst. 300 (810)	7/18 Min. Int.
125. 5.00	Tract 95, Div. 7 F. J. Calvit League, Abst. 51 (811)	7/18 Minerals & part of Surf.
126. 10.00	Tract 6, Sec. 23 Hooper & Wade Survey, Abst. 420 (812)	7/18 Minerals & part of Surf.
127. 10.00	Lot 6, Sec. 90 ACH&B Survey, Abst. 459 (813)	7/18 Min. Int.
128. 23.44	Lots 18 & 22, Sec. 1 Hooper & Wade Survey, Abst. 431 (814)	7/18 Surf. & Min.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
129. 10.00	Lot 48, Sec. 78 HT&B RR Co. Survey, Abst. 563 (815)	7/18 Min. Int.
130. 10.00	Lot 60, Sec. 20 HT&B RR Co. Survey, Abst. 506 (816)	7/12 Min. Int.

131.	.50	Tract 636, Lots 12 & 13 S. F. Austin League #2, Abst. 23 (817)	7/18 Surf. & Min.
132.	5.00	3/2 of Lot 46 Div. 92, E. Little Survey, Abst. 320 Sec. 92, ACH&B Survey, Abst. 541 (818)	7/18 Surf. & Min.
133.	16.87	Tract 9, Abst. 468 M. V. O'Donnell Survey, Abst. 468 (820)	7/18 Surf. & Min.
134.	20.00	Lots 1 & 4, Blk. 6, Sec. 22 Hooper & Wade Survey, Abst. 491 (821)	7/18 Min. Int.
135.	5.00	Tract 19, Div. 1 B. T. Archer Survey, Abst. 9 (822)	7/18 Surf. & Min.
136.	10.00	Tract 43, Block 2 E. P. Myrick Survey, Abst. 102 (823)	7/36 Min. Int. 7/18 Surface
137.	5.00	Tract 360 S. F. Austin League #2, Abst. 23 (824)	7/18 Surf. & Min.
138.	5.20	E/2 of Lot 9, Sec. 82 HT&B RR Co. Survey, Abst. 565 (825)	7/18 Surf. & Min.
139.	5.00	S/2 of Lot 51, Sec. 9 Hooper & Wade Survey, Abst. 432 (826)	7/18 Min. Int.
140.	8.02	Tract 325, Block 12 S. F. Austin League #2, Abst. 23 (827)	7/18 Surf. & Min.
141.	Town lot	Lot 8, Block 2 Town of Damon (828)	7/18 Surf. & Min.
142.	5.00	Tract 75, Div. 10 F. J. Calvit League, Abst. 51 (829)	7/18 Surf. & Min.
143.	5.00	Tract 9, Div. 2 F. J. Calvit League, Abst. 51 (830)	7/18 Surf. & Min.
144.	5.00	Tract 116, Div. 10 F. J. Calvit League, Abst. 51 (831)	7/18 Surf. & Min.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conferred</u>
145.	5.00	Tract 9, Div. 5 F. J. Calvit League, Abst. 51 (832)	7/18 Surf. & Min.
146.	5.00	Tract 8, Div. 4 F. J. Calvit League, Abst. 51 (833)	7/18 Surf. & Min.
147.	5.00	Tract 7, Div. 2 F. J. Calvit League, Abst. 51 (834)	7/18 Min. Int.
148.	5.00	Tract 89, Div. 10 F. J. Calvit League, Abst. 51 (835)	7/18 Min. Int.
149.	5.00	Tract 39, Div. 8 F. J. Calvit League, Abst. 51 (836)	7/18 Surf. & Min.

150.	5.00	Tract 98, Div. 10 P. J. Calvit League, Abst. 51 (827)	7/288 Roy. Int.
151.	8.00	Allisberry 1 $\frac{1}{2}$ Leagues, Abst. 4 Calvin Summrell Survey, Abst. 368 S. P. Austin Labor, Abst. 34 Parker Williams Survey, Abst. 137 (838)	7/18 Surf. & Min.
152.	10.00	Lot 1, Abst. 671 Alf. H. H. Tolar Survey, Abst. 671 (839)	7/18 Surf. & Min.
153.	10.00	Lot 32, Sec. 10 HT&B RR Co. Survey, Abst. 505 (840)	7/18 Min. Int.
154.	10.00	Lot 11, Sec. 51 HT&B RR Co. Survey, Abst. 288 (843)	7/18 Surf. & Min.
155.	10.00	Tract 2, Sec. 25 ACH&B Survey, Abst. 412 (844)	7/18 Surf. & Min.
156.	50.00 (Und.)	Und. 12 $\frac{1}{2}$ Ac. Int. in 50 Ac. Tract R. H. Williams Survey, Abst. 683 (845)	7/18 Surf. & Min.
157.	5.00	E/2 of Lot 16, Sec. 19 HT&B RR Co. Survey, Abst. 243 (846)	7/18 Min. Int.
158.	7.50	Lots 1, 2, 3, Blk. 27, Cole Sd., Sec. 18 HT&B RR Co. Survey, Abst. 474 (847)	7/18 Surf. & Min.
159.	10.00	Lot 1, Block 11, Sec. 22 Hooper & Wade Survey, Abst. 491 (848)	7/18 Min. Int.
160.	23.25	Tract 30, Sec. 17 Hooper & Wade Survey, Abst. 423 (849)	7/18 Min. Int.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
161.	5.00	Tract 92, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (850)	7/72 Roy. Int.
162.	10.00	Outlot 95 Town of Marvel (851)	7/18 Min. Int.
163.	Town Lots	Lots 8, 9, 10, 11, Block 82 Town of Angleton (852)	7/288 Roy. Int.
164.	320.00 (plus)	Lots 27 to 34, inc. Geo. Harrison Survey, Abst. 73 (853)	7/18 Surf. & Min.
165.	9.59	Lot 3, Sec. 17 HT&B RR Co. Survey, Abst. 228 (854)	7/36 Min. Int.
166.	5.00	Tract 385, Div. 13 A. Calvit League, Abst. 49 (855)	7/18 Min. Int.
167.	5.00	Tract 159, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (856)	7/72 Roy. Int.
168.	20.00	"Fiddlers Island" Robt. McClure Survey, Abst. 339 (858)	7/18 Minerals & part of Surf.

169.	5.00	Tract 224, Div. I B. T. Archer Survey, Abst. 9 (859)	7/18 Min. Int.
170.	5.00	Tract 64, Div. 1 B. T. Archer Survey, Abst. 9 (860)	7/18 Surf. & Min.
171.	10.00	Lot 130, Sec. 60 HT&B RR Co. Survey, Abst. 517 (861)	7/18 Surf. & Min.
172.	2.50	E/4 of Lot 31 (31-A), Sec. 89 ACH&B Survey, Abst. 417 (863)	7/18 Min. Int.
173.	9.55	Lot 7, Sec. 28 HT&B RR Co. Survey, Abst. 478 (865)	7/18 Surf. & Min.
174.	10.00	Tract 24, Sec. 8 Hooper & Wade Survey, Abst. 489 (866)	7/36 Min. Int.
175.	6.31	Lot 13-A, Sec. 10 Hooper & Wade Survey, Abst. 486 (867)	7/18 Surf. & Min.
176.	10.00	S/2 of Tract 14, Sec. 17 Hooper & Wade Survey, Abst. 423 (868)	21/72 Surf. & Min.

EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	<u>Acres</u>	<u>Description</u>	<u>Interest Conveyed</u>
177.	10.00	Lot 3, Sec. 1 I&GN Survey, Abst. 400 (870)	7/18 Min. Int.
178.	45.00	Lot 17-A Edmund Andrews Survey, Abst. 5 (871)	7/18 Min. Int.
179.	10.00	Tracts 27 & 171, Div. 1 B. T. Archer Survey, Abst. 9 (872)	7/18 Surf. & Min.
180.	5.00	Tract 187, Div. 1 B. T. Archer Survey, Abst. 9 (873)	7/18 Min. Int.
181.	40.00	NW/4 of NW/4 of Sec. 7 Hooper & Wade Survey, Abst. 430 (874)	7/18 Min. Int.
182.	Town Lots	Lot 10, Block 607 Lot 13, Block 717 Town of Velasco (875)	7/18 Surf. & Min.
183.	Town Lot	Lot 23, Block 742 Town of Velasco (876)	7/18 Surf. & Min.
184.	20.00	Lot 8, Div. 2 Edwin Waller League, Abst. 134 (877)	7/18 Min. Int.
185.	38.40	Lot 27, Sec. 40 HT&B RR Co. Survey, Abst. 482 (878)	7/72 Min. Int.
186.	5.00	Tract 9, Div. 4 F. J. Galvit League, Abst. 51 (3186)	7/18 Surface

THE STATE OF VERMILION
County of Vermilion

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

W.A. Bjorklund

Pearl Bjorklund

his wife, her

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Pearl Bjorklund

wife of the said

W.A. Bjorklund

having been exhibited by me privately and apart from her husband, and having the same fully explained to her, she, the said

Pearl Bjorklund

acknowledged such instrument to be her act and

deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of November, A. D. 1954.

(S)

[Signature]
Notary Public in and for Vermilion County, TEXAS

Filed for Record at 2:30 o'clock P.M., 1954, H. S. Stevens, Jr.,
Clerk County Court, Brazoria Co., Texas, By [Signature] Deputy.

14557

PARTITION DEED

u09/139

AGREEMENT OF PARTITION made and entered into this

29 day of October, 1954, by and between

STANOLIND OIL AND GAS COMPANY, a corporation, acting herein

by and through W. C. IMBT,

its Attorney-In-Fact, hereinafter called "Stanolind";

MAGNOLIA PETROLEUM COMPANY, a Texas corporation with its main office and place of business in the City of Dallas,

Dallas County, Texas, acting herein by and through its

duly authorized officers, hereinafter called "Magnolia"

and FRANK K. STEVENS of Brazoria County, Texas, hereinafter called "Stevens";

WITNESSETH, THAT:

WHEREAS, the parties hereto are the owners of the surface estate and minerals or, in some instances of the mineral estate only, or, an undivided interest in the mineral estate, in all of those certain tracts and parcels of land described in Exhibit "A" hereto attached and made a part hereof, in the following proportions:

Stanolind	an undivided 7/18 interest
Magnolia	an undivided 7/18 interest
Stevens	an undivided 4/18 interest

and,

WHEREAS, the parties hereto have agreed to partition their interests in said property so that hereafter Stanolind and Magnolia shall own:

- (a) All of the surface estate in all of the tracts described in Exhibit "A" in which the parties now own any surface interest except tracts numbered 1 through 48, both inclusive, and Tracts 50 and 51; and
- (b) All of the oil, gas and mineral rights in all of the tracts described in said Exhibit "A" subject only to:

(1) the existing outstanding royalties, if any, and
(2) the royalty interest acquired by Stevens hereunder,

and Stevens shall hereafter own all of the surface estate in Tracts 1 through 48, both inclusive, and Tracts 50 and 51 as set out in Exhibit "A", and in addition thereto, a 1/32 non-participating royalty interest in all of the tracts described in Exhibit "A" in which the parties hereto own the mineral estate or the surface and mineral estate.

NOW, THEREFORE, for and in consideration of the premises and of the conveyances herein made, it is agreed as follows:

1.

Stevens hereby bargains, sells, assigns and conveys, without warranty of title, either express or implied, unto Magnolia and Stanolind in equal shares, the following:

- (a) All of the interest of the said Stevens in all of the oil, gas and other minerals in and under and that may be produced from each and all of the tracts of land described in Exhibit "A", together with all rights incident thereto, and the right of ingress and egress upon, over and across all of the lands described in Exhibit "A" for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom; and,
- (b) All of the interest of the said Stevens in the surface estate in all of the tracts described in Exhibit "A" in which the parties now own any surface interest, except Tracts 1 through 48, both inclusive, and Tracts 50 and 51, together with all rights incident thereto.

TO HAVE AND TO HOLD the mineral and surface estates so conveyed unto Stanolind and Magnolia, their successors and assigns forever.

2.

Magnolia and Stanolind do bargain, sell, assign and convey unto the said Stevens, without warranty of title, either express or implied, the following:

- (a) A 1/32 non-participating royalty interest in all of the oil, gas and other minerals except sulphur, and a royalty of fifty cents (50¢) per long ton on sulphur, in each and all of the tracts described in Exhibit "A"; provided that, if Magnolia and Stanolind own less than the full and entire interest in the minerals in any of such tracts or if hereafter the title of such grantors to the minerals in any such tract fails in whole or in part, the royalty interest herein conveyed in such tracts shall be

proportionately reduced.

Neither Stanolind nor Magnolia nor the successors or assigns of either of them shall ever be under any obligation to Stevens, his heirs or assigns, to explore any of said land for minerals nor to drill for or produce the same except at their own will and election.

The royalty interest herein conveyed shall not carry with it any right to participate in the making of any leases or development agreements nor of participating in any bonus money paid for the execution thereof nor of sharing in any delay rentals or other consideration paid to continue said leases or development agreements in force.

If the aggregate of the royalty herein conveyed and that presently outstanding in any tract is greater than $1/8$ th, then the royalty herein conveyed shall be reduced so that the total royalty to which such tract will be subject shall not exceed $1/8$ th.

Magnolia and/or Stanolind, its or their successors and assigns, is granted the right, option and power to pool or unitize the non-participating royalty interest assigned, transferred and conveyed to Stevens under and by the terms and provision of this agreement with any and all other lands, leases, mineral estates or parts thereof, for the production of oil, gas or other minerals without the joinder of Stevens, provided that units pooled for oil shall not exceed 40 acres plus a tolerance of 10% thereof and units pooled for gas shall not exceed 640 acres plus a tolerance of 10% thereof, provided that if any Federal or State law, executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation or allowable, and in lieu of the non-participating royalty herein conveyed Stevens shall receive on production from a unit so pooled only such portion of the royalty herein conveyed as the amount of his acreage placed in a unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

(b) The entire $14/18$ interest in the surface estate in all of those tracts described in Exhibit "A" as tracts numbers 1 through 48, both inclusive, and Tracts 50 and 51,

together with all rights incident to the estate so conveyed.

TO HAVE AND TO HOLD the aforesaid royalty and surface estates unto the said Stevens, his heirs and assigns forever.

3.

The parties hereto jointly own other interests in other lands in Brazoria County, Texas, but such other lands are unaffected by this partition agreement and shall continue to be owned by such parties as they are now owned.

4.

Each and all of the provisions hereof shall be covenants running with the respective interests and estates of the parties hereto in the land affected hereby and shall be binding upon such parties and their respective heirs, successors and assigns.

EXECUTED this 29 day of October, 1954.

STANOLIND OIL AND GAS COMPANY

By W.C. Smith
Its Attorney-in-Fact

MAGNOLIA PETROLEUM COMPANY

By Frank K. Stevens
Vice President

Frank K. Stevens

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared W.C. Smith, known to me to be the person who executed the foregoing instrument as Attorney-in-Fact for STANOLIND OIL AND GAS COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of October, 1954.

Gertrude Oliver
Notary Public in and for
Harris County, Texas.

GERTRUDE OLIVER

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Frank K. Stevens, known to me to be the person who executed the foregoing instrument as Vice President of MAGNOLIA PETROLEUM COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of October, 1954.

James H. Hoffman
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF *Harris*

GUARNAU WERTMAN, Notary Public
in and for Dallas County, Texas



BEFORE ME, the undersigned authority, on this day personally appeared FRANK K. STEVENS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29
day of October, 1954.

William E. Christopher
Notary Public in and for
Brazoria County, Texas.
Harris

EXHIBIT "A"

**LIST OF REAL ESTATE AND MINERALS IN BRAZORIA COUNTY,
OWNED JOINTLY BY MAGNOLIA PETROLEUM CO., STANOLIND
OIL & GAS COMPANY AND F. K. STEVENS**

<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
1.	5.00	Tract 19, Division 1 B. T. Archer Sur., Abst. 9 (822)	Surface & Minerals
2.	40.00	Lot 7, Block H Angier, Hall & Bradley Lg., Abs. 6; (721)	Surface & Minerals
3.	5.00	Tract 25, Division 1 B. T. Archer Sur., Abst. 9 (791)	Surface & Minerals
4.	10.00	Tracts 27 & 171, Div. 1 B. T. Archer Sur., Abst. 9 (872)	Surface & Minerals
5.	5.00	Tract 39, Division 1 B. T. Archer Sur., Abst. 9 (790)	Surface & Minerals
6.	5.00	Tract 64, Division 1 B. T. Archer Sur., Abst. 9 (860)	Surface & Minerals
7.	5.00	Tract 324, Division 13 A. Calvit Lg., Abst. 49 (678)	Surface & Minerals
8.	5.00	Tract 338, Division 13 A. Calvit Lg., Abst. 49 (680)	Surface & Minerals
9.	5.00	Tract 340, Division 13 A. Calvit Lg., Abst. 49 (703)	Surface & Minerals
10.	5.00	Tract 352, Division 13 A. Calvit Lg., Abst. 49 (695)	Surface & Minerals
11.	5.00	Tract 9, Division 2 F. J. Calvit Lg., Abst. 51 (830)	Surface & Minerals
12.	5.00	Tract 8, Division 4 F. J. Calvit Lg., Abst. 51 (833)	Surface & Minerals
13.	5.00	Tract 9, Division 4 F. J. Calvit Lg., Abst. 51 (3186)	Surface
14.	5.00	Tract 10, Division 4 F. J. Calvit Lg., Abst. 51 (766)	Surface & Minerals

<u>No.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
15.	5.00	Tract 9, Division 5 F. J. Calvit Lg., Abst. 51 (832)	Surface & Minerals
16.	5.00	Tract 95, Division 7 F. J. Calvit Lg., Abst. 51 (811)	All Min. & Pt. Surf.
17.	5.00	Tract 5, Division 8, F. J. Calvit Lg., Abst. 51 (719)	Surface & Minerals
18.	5.00	Tract 24, Division 8 F. J. Calvit Lg., Abst. 51 (786)	Surface & Minerals
19.	5.00	Tract 30, Division 8 F. J. Calvit Lg., Abst. 51 (787)	Surface & Minerals
20.	5.00	Tract 39, Division 8 F. J. Calvit Lg., Abst. 51 (836)	Surface & Minerals
21.	5.00	Tract 45, Division 8 F. J. Calvit Lg., Abst. 51 (760)	Surface & Minerals
22.	5.00	Tract 46, Division 8 F. J. Calvit Lg., Abst. 51 (705)	Surface & Minerals
23.	5.00	Tract 85, Division 8 F. J. Calvit Lg., Abst. 51 (767)	Surface & Minerals
24.	5.00	Tract 110, Division 8 F. J. Calvit Lg., Abst. 51 (681)	Surface & Minerals
25.	5.00	Tract 20, Division 9 F. J. Calvit Lg., Abst. 51 (758)	Surface & Minerals
26.	5.00	Tract 21, Division 9 F. J. Calvit Lg., Abst. 51 (782)	Surface & Minerals
27.	5.00	Tract 24, Division 9 F. J. Calvit Lg., Abst. 51 (788)	Surface & Minerals
28.	5.00	Tract 85, Division 9 F. J. Calvit Lg., Abst. 51 (679)	Surface & Minerals
29.	5.00	Tract 86, Division 9 F. J. Calvit Lg., Abst. 51 (784)	Surface & Minerals
30.	5.00	Tract 120, Division 9 F. J. Calvit Lg., Abst. 51 (756)	Surface & Minerals
31.	5.00	Tract 177, Division 9 F. J. Calvit Lg., Abst. 51 (759)	Surface & Minerals
<u>No.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
32.	5.00	Tract 179, Division 9 F. J. Calvit Lg., Abst. 51 (763)	Surface & Minerals
33.	5.00	Tract 75, Division 10 F. J. Calvit Lg., Abst. 51 (829)	Surface & Minerals
34.	10.00	Trs. 79 & 82, Division 10 F. J. Calvit Lg., Abst. 51 (718)	Surface & Minerals

35.	5.00	Tract 83, Division 10 F. J. Calvit Lg., Abst. 51 (783)	Surface & Minerals
36.	5.00	Tract 85, Division 10 F. J. Calvit Lg., Abst. 51 (757)	Surface & Minerals
37.	5.00	Tract 113, Division 10 F. J. Calvit Lg., Abst. 51 (685)	Surface & Minerals
38.	5.00	Tract 116, Division 10 F. J. Calvit Lg., Abst. 51 (831)	Surface & Minerals
39.	5.00	Tract 117, Division 10 F. J. Calvit Lg., Abst. 51 (796)	Surface & Minerals
40.	5.00	Tract 41, Division 11 F. J. Calvit Lg., Abst. 51 (795)	Surface & Minerals
41.	5.00	Tract 4, Division 3 A. Mitchell Sur., Abst. 98 (753)	All Minerals & Un- sold pt. of Surf.
42.	5.00	Tract 5, Division 3 A. Mitchell Sur., Abst. 98 (755)	All Minerals & Un- sold Pt. of Surf.
43.	5.00	Tract 6, Division 3 A. Mitchell Sur., Abst. 98 (754)	All Minerals & Un- sold Pt. of Surf.
44.	5.00	Tract 7, Division 3 A. Mitchell Sur., Abst. 98 (751)	All Minerals & Un- sold Pt. of Surf.
45.	5.00	Tract 8, Division 3 A. Mitchell Sur., Abst. 98 (752)	All Minerals & Un- sold Pt. of Surf.
46.	.90	Pt. Tract 9 Division 3 A. Mitchell Sur., Abst. 98 (751)	All Minerals & Un- sold Pt. of Surf.
47.	1.00	Lot 7 John Martin Sur. Abst. 331 (743)	Surface & Minerals
48.	20.00	Lot 8 John Martin Sur., Abst. 331 (733)	Surface & Minerals
<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
49.	20.00	'Fiddlers Island' Robt. McClure Sur., Abst. 339 (858)	All Minerals & Part of Surface
50.	3.00	Lots 5, 6, & 22 in Tr. 8 Reed Sd. L.M.H. Washington Sur., Abst. 386 (780)	Surface & Minerals
51.	1.00	Lot 25, Reed Sdn. of Tract 8 L.M.H. Washington Sur., Abst. 386 (808)	Surface & Minerals
52.	Town Lot	Lot 3, Block 539 Town of Velasco (758)	Surface & Minerals
53.	Town Lots	Lot 10, Blk. 607 Lot 13, Blk. 717 Town of Velasco (875)	Surface & Minerals
54.	Town Lot	Lot 23, Block 742 Town of Velasco (876)	Surface & Minerals

55.	45.00	Lot 17-A Edmund Andrews Sur., Abst. 5 (871)	All Minerals
56.	5.00	Tract 37, Division 1 B. T. Archer Sur., Abst. 9 (789)	All Minerals
57.	5.00	Tract 187, Division 1 B. T. Archer Sur., Abst. 9 (873)	All Minerals
58.	5.00	Tract 224, Division 1 B. T. Archer Sur., Abst. 9 (859)	All Minerals
59.	5.00	Tract 31, Division 15 S. F. Austin 5 Lgs., Abst. 19 (794)	All Minerals
60.	8.50	Lot 37 & Pt. Lot 38, Div. 15 S. F. Austin 5 Lgs., Abst. 19 (713)	All Minerals <i>W.P.C. F.K. Starn</i> <i>80 90 100</i>
61.	5.00	Tract 49, Division 15 S. F. Austin 5 Lgs., Abst. 19 (698)	18/36 Minerals
62.	5.00	Tract 55, Division 15 S. F. Austin 5 Lgs., Abst. 19 (798)	All Minerals
63.	5.00	Tract 189, Division 15 S. F. Austin 5 Lgs., Abst. 19 (708)	All Minerals
NO.	ACRES	DESCRIPTION	INTEREST OWNED
64.	5.00	Tract 191, Division 15 S. F. Austin 5 Lgs., Abst. 19 (768)	All Minerals
65.	5.00	Tract 193, Division 15 S. F. Austin 5 Lgs., Abst. 19 (710)	All Minerals
66.	5.00	Tract 223, Division 15 S. F. Austin 5 Lgs., Abst. 19 (770)	All Minerals
67.	Town Lot	Lot 8, Block 2 Town of Damon (828)	Surface & Minerals
68.	10.00	Outlot 95 Town of Manvel (851)	All Minerals
69.	5.00	Lot 25, Blk. 8 Wild Peach Sd. S. F. Austin 7-1/3 Lgs., Abst. 20 (739)	Surface & Minerals
70.	10.00	Lots 28 & 30, Blk. 8, Wild Peach Sd. S. F. Austin 7-1/3 Lgs., Abst. 20 (736)	All Minerals
71.	5.00	Lot 1, Blk. 9, Wild Peach Sd. S. F. Austin 7 1/3 Lgs., Abst. 20 (726)	Surface & Minerals
72.	12.50	Lots 5 & 8, Blk. 16, Wild Peach Sd. S. F. Austin 7-1/3 Lgs., Abst. 20 (738)	Surface & Minerals
73.	5.00	Lot 12, Blk. 16, Wild Peach Sd. S. F. Austin 7-1/3 Lgs., Abst. 20 (740)	Surface & Minerals
74.	8.02	Tract 335, Block 12 S. F. Austin 1g. #2, Abst. 23 (827)	Surface & Minerals
75.	5.00	Tract 360	

		S. F. Austin Lg. #2, Abst. 23 (824)	Surface & Minerals
76.	20.12	Tracts 470, 471, 472 & 473 S. F. Austin Lg. #2, Abst. 23 (778)	Surface & Minerals
77.	16.69	Tracts 522, 523, & 524 S. F. Austin Lg. #2, Abst. 23 (779)	Surface & Minerals
78.	.50	Tract 636, Lots 12 & 13 S. F. Austin Lg. #2, Abst. 23 (817)	Surface & Minerals
79.	24.00	Lot 8 S. F. Austin 3 Labor Abst. 30 (735)	Minerals
<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
80.	8.00	Allsberry 1½ Lgs., Abst. 4 Calvin Summrell Sur. Abst. 368 S.F. Austin Labor, Abst. 34 Parker Williams Sur. Abst. 137 (838)	Surface & Minerals
81.	4.94	Lot 32, Cohen's Sd. John Brown 1 Lg., Abst. 48 (747)	Surface & Minerals
82.	5.00	Tract 264, Division 13 A. Calvit Lg., Abst. 49 (704)	All Minerals
83.	5.00	Tract 369, Division 13 A. Calvit Lg., Abst. 49 (711)	All Minerals
84.	5.00	Tract 376, Division 13 A. Calvit Lg., Abst. 49 (696)	All Minerals
85.	5.00	Tract 385, Division 13 A. Calvit Lg., Abst. 49 (855)	All Minerals
86.	5.00	Tract 1, Division 2 F. J. Calvit Lg., Abst. 51 (717)	All Minerals
87.	5.00	Tract 7, Division 2 F. J. Calvit Lg. Abst. 51 (834)	All Minerals
88.	5.00	Tract 10, Division 2 F. J. Calvit Lg., Abst. 51 (761)	All Surface & Min.
89.	5.00	Tract 11, Division 2 F. J. Calvit Lg., Abst. 51 (720)	Surface & Minerals
90.	5.00	Tract 6, Division 8 F.J. Calvit Lg., Abst. 51 (675)	All Minerals
91.	5.00	Tract 128, Division 9 F. J. Calvit Lg., Abst. 51 (764)	All Minerals
92.	5.00	Tract 134, Division 9 F. J. Calvit Lg., Abst. 51 (765)	All Minerals
93.	5.00	Tract 87, Division 10 F. J. Calvit Lg., Abst. 51 (785)	All Minerals
94.	5.00	Tract 89, Division 10 F. J. Calvit Lg., Abst. 51 (835)	All Minerals

95.	10.00	Lot 89, Jenkins Rd. W. D. C. Hall Lg., Abst. 70 (749)	All Minerals
<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
96.	320.00	Lots 27 to 34, Inc., Geo. Harrison Lg., Abst. 73 (853)	Surface & Minerals
97.	10.00	Lot 37, Blk. A, N. Chatfield Rd. Francis Moore Lg., Abst. 100 (772)	All Minerals
98.	10.00	Tract 43, Block 2 E. P. Myrick Sur., Abst. 102 (823)	18/36 Minerals & All Surface
99.	14.00	Lot 45 & S. 3 $\frac{1}{2}$ Ac. Lot 46, Blk. 2. E. P. Myrick Sur., Abst. 102 (724)	Sur. & 18/36 Min.
100.	20.00	Tract 7, Block 4 E. P. Myrick Sur. Abst. 102 (723)	Sur. & 18/36 Min.
101.	20.00	Lot 8, Division 2 Edwin Waller Lg., Abst. 134 (877)	All Minerals
102.	9.89	Lot 3, Sec. 17 HT&B RR Co. Sur., Abst. 228 (854)	18/36 Minerals
103.	22.00	Tract 4, Section 21 HT&B RR Co. Sur., Abst. 230 (732)	18/36 Minerals
104.	10.00	Lot 7, Section 19 HT&B RR Co. Sur., Abst. 243 (804)	All Minerals
105.	5.00	E/2 of Lot 16, Section 19 HT&B RR Co. Sur., Abst. 243 (846)	All Minerals
106.	20.00	Lots 15 & 40, Section 25 HT&B RR Co. Sur., Abst. 245 (776)	Surface & Minerals
107.	10.00	E. 10 ac. of Lot 31, Sec. 25 HT&B RR Co. Sur. Abst. 245 (801)	Surface & Minerals
108.	10.00	Lot 32, Section 25 HT&B RR Co. Sur., Abst 245 (799)	Surface & Minerals
109.	10.00	Tract 45, Section 25 HT&B RR Co. Sur., Abst. 245 (730)	Surface & Minerals
110.	8.00	Part of Lot 51, Section 25 HT&B RR Co. Sur., Abst. 245 (800)	Surface & Minerals
111.	20.00	Lots 26 & 28, Section 67 HT&B RR Co. Sur., Abst. 281 (742)	Surface & Minerals
<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
112.	5.00	S/2 of Lot 33, Section 67 HT&B RR Co. Sur., Abst. 281 (715)	Surface & Minerals
113.	5.00	N/2 of Lot 33, Sec. 67 HT&B RR Co. Sur., Abst. 281 (715)	18/36 Minerals
114.	5.00	W/2 of Lot 227, Section 65 HT&B RR Co. Sur., Abst. 285 (716)	18/36 Sur. & Min.

115.	10.00	Lot 11 B, Section 51 HT&B RR Co. Sur., Abst. 288 (843)	Surface & Minerals
116.	10.00	Lot 41, Section 81 HT&B RR Co. Sur., Abst. 300 (810)	All Minerals
117.	5.00	3/2 of Lot 46, Division 92 E. Little Sur., Abst. 320 Sec. 92, ACH&B Sur., Abst. 541 (818)	Surface & Minerals
118.	10.00	Tract 317, Section 3 Lavaca Navigation Co. Sur. Abst. 328 (742)	Surface & Minerals
119.	9.91	Lot 4, Boggs Sd. of Tract 24 Thomas Spraggins Sur., Abst. 366 (676)	Surface & Minerals
120.	10.00	Lot 3, Section 1 I&GN Sur., Abst. 400 (870)	All Minerals
121.	10.00	Tract 11-A, Section 1 I&GN Sur., Abst. 400 (777)	All Minerals
122.	10.00	Tract 2, Section 25 ACH&B Sur., Abst. 412 (844)	Surface & Minerals
123.	2.50	E/4 of Lot 31, Section 89 ACH&B Sur., Abst. 417 (863)	All Minerals
124.	10.00	Lot 33, Section 89 ACH&B Sur., Abst. 417 (806)	All Minerals
125.	10.00	Lot 36, Section 80 ACH&B Sur., Abst. 417 (809)	18/36 Minerals
126.	10.00	Tract 6, Section 23. Hooper & Wade Sur., Abst. 420 (812)	Surface & Minerals
127.	10.00	Lot 39, Section 22 Hooper & Wade Sur., Abst. 420 (773)	All Minerals
<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
128.	10.00	Lot 12, Section 17 Hooper & Wade Sur., Abst. 423 (684)	All Minerals
129.	10.00	3/2 of Tract 14, Section 17 Hooper & Wade Sur., Abst. 423 (868)	54/72 Sur. & Min.
130.	23.25	Tract 30, Section 17 Hooper & Wade Sur., Abst. 423 (849)	All Minerals
131.	40.00	NW/4 of NW/4 of Section 7 Hooper & Wade Sur., Abst. 430 (874)	All Minerals
132.	23.44	Lots 18 & 22, Section 1 Hooper & Wade Sur., Abst. 431 (814)	Surface & Minerals
133.	5.00	3/2 of Lot 51, Section 9 Hooper & Wade Survey (826)	All Minerals
134.	2.00	3/2 of Stamm 4 ac. tr. Sec. 14 HT&B RR Co. Sur., Abst. 449 (748)	Surface & Minerals

135.	10.00	Lot 6, Section 90 AChas Sur., Abst. 459 (813)	All Minerals
136.	21.87	Pt. of Tract 9, M.V. O'Donnell Sur., Abst. 468 (820)	Surface & Minerals
137.	9.55	Lot 7, Section 28, Baer S/D HT&B RR Co. Sur., Abst. 472 (865)	Surface & Minerals
138.	5.00	NW/2 of Lot 19, Section 28 HT&B RR Co. Sur., Abst. 472 (774)	Surface & Minerals
139.	7.50	Lots 1, 2, 3, Block 27, Cole SD Sec. 18, HT&B RR Co. Sur. Abs. 474 (847)	Surface & Minerals
140.	2.50	Lot 4, Blk. 27, SE $\frac{1}{4}$ Sec. 18 HT&B RR Co. Sur. Abst. 474 (803)	18/36 Sur. & Min.
141.	20.00	Lot 10, Section 16 Hooper & Wade Sur., Abst. 480 (775)	All Minerals
142.	20.00	Lot 15, Section 16 Hooper & Wade Sur., Abst. 480 (728)	All Minerals
143.	38.40	Lot 27, Section 40 HT&B RR Co. Sur., Abst. 482 (878)	18/72 Minerals
<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
144.	10.00	Tract 12, Section 10 Hooper & Wade Sur., Abst. 486 (802)	Surface & Minerals
145.	6.31	Lot 13-A, Section 10 Hooper & Wade Sur. Abst. 486 (867)	Surface & Minerals
146.	10.00	Tract 18, Section 8 Hooper & Wade Sur., Abst. 489 (797)	18/36 Minerals
147.	20.00	Tracts 20 & 21, Section 8 Hooper & Wade Sur., Abst. 489 (731)	All Minerals
148.	10.00	Tract 24, Section 8 Hooper & Wade Sur., Abst. 489 (866)	18/36 Minerals
149.	10.00	Lot 1, Blk. 11, Section 22 Hooper & Wade Sur., Abst. 491 (848)	All Minerals
150.	20.00	Lots 1 & 4, Blk. 5, Section 22 Hooper & Wade Sur., Abst. 491 (821)	All Minerals
151.	40.00	Lots 1, 2, 3, & 4, Section 4 HT&B RR Co. Sur., Abst. 498 (734)	Surface & Minerals
152.	10.00	Lot 32, Section 10 HT&B RR Co. Sur., Abst. 505 (840)	All Minerals
153.	10.00	Lot 60, Section 20 HT&B RR Co. Sur. Abst. 506 (816)	18/72 Minerals
154.	10.00	Tract 650, Section 56 HT&B RR Co. Sur., Abst. 515 (742)	All Minerals

155.	10.00	Tract 653, Section 56 HT&B RR Co. Sur., Abst. 515 (729)	All Minerals
156.	10.00	Tract 331, Section 2 Lava Navigation Co. Lg., Abst. 531 (737)	Surface & Minerals
157.	1.00	1 ac. out of Lot 5, Section 88 ACH&B Sur., Abst. 540 (807)	All Minerals
158.	80.00	80 ac. in Section 38 HT&B RR Co. Sur. Abst 556 (771)	All Minerals
159.	10.00	Lot 158, Section 66 HT&B RR Co. Sur., Abst. 560 (742)	Surface & Minerals

<u>NO.</u>	<u>ACRES</u>	<u>DESCRIPTION</u>	<u>INTEREST OWNED</u>
160.	10.00	Lot 2, Section 76 HT&B RR Co. Sur., Abst. 562 (683)	Surface & Minerals
161.	10.00	Lot 48, Section 78 HT&B RR Co. Sur., Abst. 563 (815)	All Minerals
162.	5.20	E/2 of Lot 9, Section 82 HT&B RR Co. Sur., Abst. 565 (825)	Surface & Minerals
163.	2.50	W/2 of Tract 58, Section 26 I&GN Sur., Abst. 619 (744)	Surface & Minerals
164.	10.00	Lot 1, Alf H. H. Tolar Survey, Abst. 671 (839)	Surface & Minerals
165.	9.60	Lot 3, Blk. 23, Section 4 T. C. RR Sur., Abst. 675 (746)	18/36 Minerals
166.	10.50	Lot 3, Blk. 26, Section 4 T. C. RR Sur., Abst. 675 (745)	18/36 Minerals
167.	12.50	Und. 12½ ac. Int. in 50 Ac. Tr. R.H. Williams Lg., Abst. 683 (845)	Surface & Minerals

NOTE:

The number in parenthesis below each tract is merely the File Number of such tract in the J. S. Abercrombie files, and is no part of the legal description.

Filed for Record at _____ o'clock _____ M., _____, 19____ H. R. Stevens, Jr.,
Clerk County Court, Brazoria Co., Texas, By _____ Deputy.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

14562

1. THE DOW CHEMICAL COMPANY, a Delaware corporation having a permit to do business in Texas, with an office near Freeport in Brazoria County, Texas, called the GRANTOR, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, subject to all the exceptions, reservations, agreements, restrictions, covenants and conditions referred to in Paragraph 2 hereof, to B. J. Roberts of Harris County, Texas, called GRANTEE, _____ through 21, both inclusive, in Block 2, and Lots 21 through

and did in said deed retain a Vendor's Lien on the property so Granted, Sold and Conveyed, to secure the payment of part of the purchase money mentioned in said deed as follows, to-wit: Eight Hundred Fifty (\$850.00) secured to be paid by the said McManus by a note of even date herewith in the sum of \$850.00, payable in monthly installments, ~~xxxxxx~~

And, Whereas, said Vendor's Lien note given as aforesaid for part purchase money of said property has been paid to Mr. Frank K. Stevens the legal and equitable holder and owner of said note :

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That I, the said Frank K. Stevens, being the present legal and equitable owner and holder of said Vendor's Lien note above mentioned, do hereby release, discharge and quitclaim unto the said Odis F. McManus, his

heirs and assigns, all the rights, title, interest and estate in and to the property above described, which he has or may be entitled to by virtue of being the owner of said Vendor's Lien note and hereby declare said property released and discharged of all liens created by virtue of said Vendor's Lien note above described. The Deed of Trust which was recorded but not recorded, is also hereby fully released. WITNESS hand this 10th day of June A.D. 1955.

Frank K. Stevens
Frank K. Stevens

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Brazoria.

BEFORE ME, the undersigned, a Notary Public,

in and for said County, Texas, on this day personally appeared

Frank K. Stevens.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of June A.D. 1955

Janet Price

(I-S) Notary Public in & for Brazoria Co., Texas

Filed for Record at 2 o'clock P.M., June 10, 1955, J. P. Stevens, Jr.,

Clerk County Court, Brazoria Co., Texas, By _____ Deputy.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

7611

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Frank K. Stevens of the County of Brazoria, and State of Texas, for and in consideration of the sum of \$3000.00 to be paid to me by Joe M. Baggett as follows:

\$120.00 cash in hand paid, the receipt of which is hereby acknowledged, and the balance evidenced by one Installment Note of even date herewith in the sum of \$2880.00, payable in 89 regular monthly installments of \$40.00 each, beginning July 5, 1955, together with 6% per annum interest, said interest being amortized with the payments on principal, and one final installment of \$23.53 which will be payable January 5, 1963, if not sooner paid. Grantee shall have the privilege of accelerating the payments on this note by the payment of larger installments, which shall be multiples of the regular installment. In

624
271

the event of such acceleration of the payments, equitable adjustment of the interest will be made at the final settlement. The above lien is further secured by a Deed of Trust of even date herewith to F. W. Stevens, Trustee.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Joe M. Baggett of the County of Brazoria, and State of Texas, all that certain tract of land described as follows:

Tract No. 24 in Division No. 8 of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas, according to Plat of said Subdivision of record in Vol. 2 pg. 143-144 of the Plat Records of said County.

There is excepted from this conveyance all minerals under this tract, together with all the usual and necessary rights of ingress and egress for the purpose of exploration, drilling, production and marketing of such minerals. While grantee herein shall have no right to participate in the leasing or any bonus from any mineral lease on said tract, yet in the event that any minerals are ever produced in commercial quantities from said tract, grantee herein shall be entitled to receive 1/32 royalty interest in any such production. It is the intention of the grantor herein to convey to grantee herein all of his interest in said tract comprising the Surface and 1/32 royalty interest in any oil or gas produced, and 50¢ per ton on any sulphur that may ever be produced from same.

This conveyance is subject to whatever rights the United States Government may have in the way of easement for spoil disposal or otherwise for the Intracoastal Canal under right of way deed executed by Frank K. Stevens et al recorded in Deed Book 298 pg. 7 of the Records of Deeds of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, and appurtenances thereto in anywise belonging unto the said Joe Baggett, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Joe Baggett, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this the 5th day of June, A.D. 1955.

Frank K. Stevens

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared Frank K. Stevens, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of June, 1955.

Notary Public in and for Brazoria

County, Texas

Filed for Record at 11:00 o'clock A.M. , June , 1955. H. B. Stevens, Jr., Clerk County Court, Brazoria Co., Texas.

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS: That we, Mrs. Mary Louise Henson, independent executrix of the estate of Ruby G. White, deceased, and Mrs. Mary Louise Henson, joined pro forma by her husband, Eugene H. Henson, of King County, Washington, herein called Grantors, for and in consideration of the sum of \$10.00 cash and other good and valuable considerations cash to us in hand paid by J. A. Goehring and wife, Daisy B. Goehring, the receipt and sufficiency of all of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said J. A. Goehring and wife, Daisy B. Goehring, of Brazoria County, Texas, herein called Grantees, subject to the mineral reservation contained herein, the following described tract and parcel of land, to-wit:

Being Ten (10) acres of land, same being the West one-half (W $\frac{1}{2}$) of Lot No. Twenty-seven (27), of the subdivision of the southwest part of the T. S. Lee Survey, Abstract 318, Brazoria County, Texas, as laid off for the New York Texas Land Company, Limited, by J. A. Donaldson, County Surveyor, and lying about 2 $\frac{1}{4}$ miles to the northeast from Angleton, Texas, the said lot containing ten acres be the same more or less, hereby conveyed according to the map of said subdivision recorded in Volume 42, page 166, of the Deed Records of Brazoria County, Texas, and being the same land described in the deed from G. M. Henderson to E. E. White, dated September 14, 1910, and of record in Volume 101, page 43, of the Deed Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Grantors except, reserve and retain unto themselves, their heirs, successors and assigns, forever, an undivided one-half ($\frac{1}{2}$) of all the oil, gas, sulphur and all other minerals in, under and upon and which may be saved, produced and marketed from said land, or any portion thereof, together with the right of ingress and egress thereon for the purpose of prospecting for,

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

1871

678/201
STANOLIND OIL AND GAS COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation at a meeting duly convened and held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED: That the Certificate of Incorporation of Stanolind Oil and Gas Company be amended by striking out all of that Article thereof designated "FIRST" and inserting in lieu thereof a new Article "FIRST" to read as follows:

"FIRST: The name of the corporation is

PAN AMERICAN PETROLEUM CORPORATION."

SECOND: That the said amendment has been consented to and authorized by the holders of all the issued and outstanding stock, entitled to vote, by a written consent given in accordance with the provisions of Section 242 of the General Corporation Law of Delaware, and filed with the corporation on the 22nd day of January, 1957.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 226 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, said STANOLIND OIL AND GAS COMPANY has caused its corporate seal to be hereunto affixed and this certificate to be signed by E. F. Bullard, its President, and Karl R. Goldsmith, its Secretary, this 22nd day of January, 1957.

STANOLIND OIL AND GAS COMPANY

By

E. F. Bullard
President

By

Karl R. Goldsmith
Secretary

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

BE IT REMEMBERED that on this 22nd day of January, 1957, personally came before me, James M. Standen, a Notary Public in and for the County and State aforesaid, E. F. Bullard, President of Stanolind Oil and Gas Company, a corporation of the State of

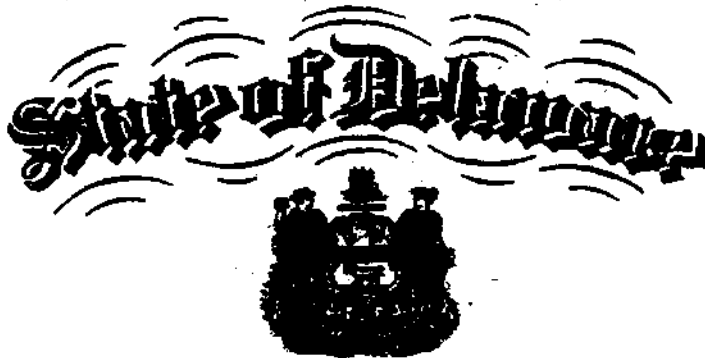
Delaware, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said E. F. Bullard, as such President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signature of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said Company respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

James M. Standen
Notary Public

My Commission Expires:

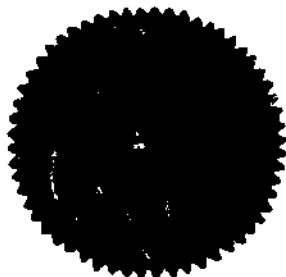
My Commission Expires June 1, 1958



Office of Secretary of State

J. John N. McDowell, Secretary of State of the State of Delaware,
do hereby certify that the above and foregoing is a true and correct copy of
Certificate of Amendment of the "STANOLIND OIL AND GAS COMPANY", as
received and filed in this office the first day of February, A.D.
1957. at 8:30 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand
and official seal at Dover this first day
of February in the year of our Lord
one thousand nine hundred and sixty-seven.



John N. McDowell
Secretary of State

John D. Tomlinson

Asst. Secretary of State

#12600

Magnolia Petroleum Co. with
and into
Socony Mobil Oil Co., Inc.

Instrument----Certificate of Merger
Dated---Sept. 30, 1959
Filed---Oct. 22, 1959 at 8:15 a.m.
Recorded in Deed Book 752 pg. 636-639-



The State of Texas

Secretary of State

I, ZOLLIE STEAKLEY, Secretary of State of the State of
Texas DO HEREBY CERTIFY that the attached is a true and con-
formed copy of the following described instrument on file in this office:

Articles of Merger
of

MAGNOLIA PETROLEUM COMPANY, a Texas corporation

with and into

SOCONY MOBIL OIL COMPANY, INC., a New York corporation

for which a

Certificate of Merger was issued on
September 30, 1959.

FILED FOR RECORD

AT 8:45 O'CLOCK A.M.

OCT 22 1959

H. R. STEVENS, JR.

Clerk-County Court, Brazoria Co., Texas

BY M. Kellum DEPUTY

IN TESTIMONY WHEREOF, I have
hereunto signed my name officially and
caused to be impressed hereon the Seal
of State at my office in the City of Austin,
this 30th day of September, A.D. 1959.

Zollie Steakley
Secretary of State

RETURN TO
MOBIL OIL COMPANY
TITLE RECORDS DEPARTMENT
P. O. BOX 500 DALLAS 21, TEXAS

**ARTICLES OF MERGER
OF MAGNOLIA PETROLEUM COMPANY
with and into
SOCONY MOBIL OIL COMPANY, INC.**

Pursuant to Article 5.07 of the Texas Business Corporation Act

Pursuant to the provisions of Article 5.07 of the Texas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

1. The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Magnolia Petroleum Company	Texas
Socony Mobil Oil Company, Inc.	New York

2. The laws of the State of New York permit such merger.

3. The name of the surviving corporation is Socony Mobil Oil Company, Inc., and it is to be governed by the laws of the State of New York.

4. The following Plan of Merger was approved by the sole shareholder of the undersigned domestic corporation in the manner prescribed by the Texas Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State of New York:

Plan of Merger
of
Magnolia Petroleum Company
with and into
Socony Mobil Oil Company, Inc.

(1) The names of the corporations proposing to merge are Magnolia Petroleum Company and Socony Mobil Oil Company, Inc.

(2) The name of the corporation into which they propose to merge, which is hereinafter designated as the Surviving Corporation, is Socony Mobil Oil Company, Inc.

(3) The state under whose laws the Surviving Corporation is to be governed is New York, and the address of the principal office of the Surviving Corporation in the State of New York is 150 East 42nd Street, New York, N. Y.

(4) All of the shares of capital stock of the merging corporation, Magnolia Petroleum Company, are owned by the Surviving Corporation, and therefore such shares will not be converted into shares or other securities or obligations of the Surviving Corporation, but will be retired and cancelled upon the merger being effected.

(5) When the merger is effected:

(a) Magnolia Petroleum Company and Socony Mobil Oil Company, Inc. shall become and be a single corporation, which shall be Socony Mobil Oil Company, Inc., the Surviving Corporation hereinbefore designated.

(b) The separate existence of Magnolia Petroleum Company shall cease.

(c) All and singular, the rights, privileges, immunities and franchises except as restricted by law, as well of a public as of a private nature, of Magnolia Petroleum Company, and all of the estate and property, real, personal, and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to Magnolia Petroleum Company, shall be taken and deemed to be transferred to and vested in the Surviving Corporation

without further act or deed, and be held, possessed, and enjoyed by the Surviving Corporation as fully and entirely and without change or diminution as the same were before held, possessed, and enjoyed by Magnolia Petroleum Company, and be managed and controlled by the Surviving Corporation, and in its name, but subject to all liabilities and obligations of Magnolia Petroleum Company and the rights of all creditors thereof. Magnolia Petroleum Company shall from time-to-time, as and when requested by the Surviving Corporation or by its successors or assigns, execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and take or cause to be taken, such further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in, or confirm of record or otherwise, to, the Surviving Corporation, title to, and possession of, all said estate, property, rights, privileges, immunities, and franchises acquired or to be acquired by reason of or as a result of the merger herein provided for, and otherwise to carry out the intent and purposes of this Plan of Merger. Any such deeds or other instruments may be executed and delivered in the name and on behalf of Magnolia Petroleum Company by the last acting officers thereof, or by any officers of the Surviving Corporation, or by such other persons as may be designated and authorized by the Surviving Corporation.

(d) The Surviving Corporation shall thenceforth be responsible and liable for, and shall be deemed to have assumed, all the liabilities and obligations of Magnolia Petroleum Company and shall be liable in the same manner as if it had itself incurred such liabilities and obligations; and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either Magnolia Petroleum Company or Socony Mobil Oil Company, Inc. shall be impaired by the merger.

(e) The assets and liabilities of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc. shall be taken up or continued on the books of the Surviving Corporation at the amounts at which they respectively shall be carried at that time on the books of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc., and the net surplus of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc. which was available for the payment of dividends immediately prior to the merger shall continue to be available for the payment of dividends by the Surviving Corporation.

(f) The corporate entity, existence and all of the estate, property, rights, powers, privileges, immunities and franchises of Socony Mobil Oil Company, Inc. shall continue unimpaired.

The foregoing provisions shall not limit any statutory provisions (whether or not inconsistent herewith) applicable to the assets, rights, liabilities and obligations of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc.

(6) When Socony Mobil Oil Company, Inc. shall have filed a certificate of ownership in the New York Department of State, and when duplicate originals of Articles of Merger duly executed by Magnolia Petroleum Company and Socony Mobil Oil Company, Inc. have been delivered to the Secretary of State of the State of Texas, and upon issuance by said Secretary of State of a certificate of merger, the merger shall be effected.

5. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares entitled to vote on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote</u>	
		<u>Designation</u>	<u>Number of Shares</u>
Magnolia Petroleum Company	1,250,000	Capital stock — \$100 par	1,250,000
Socony Mobil Oil Company, Inc.	48,533,247	Capital stock — \$15 par	48,533,247

6. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, was as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>	
	<u>Total Voted For</u>	<u>Total Voted Against</u>
Magnolia Petroleum Company	1,250,000	0
Socony Mobil Oil Company, Inc.	0	0

7. Socony Mobil Oil Company, Inc., the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Texas in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Texas as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Texas Business Corporation Act with respect to the rights of dissenting shareholders.

Dated: September 16, 1959.

MAGNOLIA PETROLEUM COMPANY

By J. L. LATIMER *cbw*,
President

[CORPORATE SEAL]

And M. W. PATTERSON
Secretary

SOCONY MOBIL OIL COMPANY, INC.

By D. R. LAMONT
Vice President

[CORPORATE SEAL]

And A. M. SHERWOOD
Secretary

STATE OF TEXAS }
COUNTY OF DALLAS } ss.:

I, PAULINE WILSON, a notary public, do hereby certify that on this 16th day of September, 1959, personally appeared before me J. L. LATIMER, who, being by me first duly sworn, declared that he is the President of Magnolia Petroleum Company, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

PAULINE WILSON
Notary Public

[NOTARIAL SEAL]

PAULINE WILSON, Notary Public
in and for Dallas County, Texas
My commission expires June 1, 1961

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, ELIZABETH CONROY, a notary public, do hereby certify that on this 16th day of September, 1959, personally appeared before me D. R. LAMONT, who, being by me first duly sworn, declared that he is the Vice President of Socony Mobil Oil Company, Inc., that he signed the foregoing document as Vice President of the corporation, and that the statements therein contained are true.

ELIZABETH CONROY
Notary Public

[NOTARIAL SEAL]

ELIZABETH CONROY
Notary Public, State of N. Y. #41-5793000
Qualified in Queens County
Cert. Filed in New York County
Commission Expires March 30, 1960

157/221

12001

CERTIFICATE OF OWNERSHIP AND MERGER

MAGNOLIA PETROLEUM COMPANY

SOCONY MOBIL OIL COMPANY, INC.

Pursuant to Section 85 of the
Stock Corporation Law of the
State of New York

Socony Mobil Oil Company, Inc., pursuant to the provisions of Section 85 of the Stock Corporation Law of the State of New York, hereby certifies, under its corporate seal, by its officers thereunto duly authorized, as follows:

1. That Socony Mobil Oil Company, Inc. is a stock corporation organized and existing under the laws of the State of New York.
2. That Magnolia Petroleum Company is a stock corporation organized and existing under the laws of the State of Texas, authorized to do business in the State of New York, and authorized to engage in business similar or incidental to the business which Socony Mobil Oil Company, Inc. is authorized to engage in.
3. That Socony Mobil Oil Company, Inc. owns all of the outstanding shares of the capital stock of said Magnolia Petroleum Company.
4. That the following is a copy of the resolutions of the Board of Directors of Socony Mobil Oil Company, Inc. to merge said Magnolia Petroleum Company with and into Socony Mobil Oil Company, Inc. and to assume all of its obligations,

adopted at a meeting of said Board of Directors duly held
on the 15th day of September, 1959:

RESOLVED, that Magnolia Petroleum Company
be merged with and into Socony Mobil Oil Company,
Inc., and that Socony Mobil Oil Company, Inc. assume
all of the obligations of Magnolia Petroleum Company;
and

FURTHER RESOLVED, that the President or a vice
president, and the Secretary or the Treasurer, of
this Corporation be and they hereby are authorized
and directed to (a) make and execute, in the name
and under the corporate seal of this Corporation, a
certificate of the ownership by this Corporation of
all of the outstanding shares of the capital stock
of Magnolia Petroleum Company, which certificate
shall set forth a copy of the next preceding and
this resolution and the date of adoption thereof;
(b) file the same in the Department of State of the
State of New York; and (c) do all such other acts
and things as they may deem necessary or advisable
to effect such merger.

IN WITNESS WHEREOF, Socony Mobil Oil Company, Inc. has
caused this Certificate to be signed in its behalf by one of
its vice presidents and its Secretary, and its corporate seal
to be hereunto affixed, this 16th day of September, 1959.

SOCONY MOBIL OIL COMPANY, INC.

By R. H. [Signature]
Vice President

By [Signature]
Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

ss.:

On this 10th day of September, in the year 1959,
before me personally came D. R. LAMONT and A. M.

~~Sherwood, to me known, who, being by me duly sworn, each~~
for himself, did depose and say that he, D. R. LAMONT

resides in 35 Park Avenue, New York, New York,

and is a vice president of Socony Mobil Oil Company, Inc.,
the corporation described in and which executed the above
instrument; and that he, A. M. Sherwood, resides in Princeton,
New Jersey and is the Secretary thereof; that each knows the
seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by
order of the board of directors of said corporation and that
each signed his name thereto by like order.

Notary Public

ELIZABETH CONROY
Notary Public, State of N. Y. 113763000
Qualified in Queens County
Cert. filed in New York County
Commission Expires March 30, 1960

State of New York }
DEPARTMENT OF STATE } ss.:

13045

I CERTIFY That I have compared the preceding
copy with the original Certificate of Merger of

Magnolia Petroleum Company,
(a Texas corporation)

with
Socony Mobil Oil Company, Inc.,
(a New York corporation),

filed in this department on the 30th day of September, 1959, and that each
copy is a correct transcript therefrom and of the whole of such original.

Witness my hand and the official seal of the Department of State at the
City of Albany, this thirtieth
of September, one thousand nine hundred
fifty-nine.

Caroline K. Simon
Secretary of State

By *Abraham N. Davis*
Deputy Secretary of State

#11163
Joe M. Baggett
to
T.C. Baggett

Instrument----Warranty Deed
dated----Oct. 11, 1960
Filed----Oct. 11, 1960 at 10:55 a.m.
Recorded in Deed Book 776 pg. 439

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

11163

That I, Joe M. Baggett, of Brazoria County, Texas, hereinafter called Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars cash and other valuable consideration to me in hand paid by T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon and J. M. Hughes, of Brazoria County, Texas, hereinafter called Grantees, the receipt of which is hereby acknowledged and confessed, and the further consideration of the assumption and agreement by Grantees to pay an 10/11ths portion of the unpaid balance of one certain promissory note in the principal sum of Two Thousand Eight Hundred Eighty (\$2880.00) Dollars, payable to Frank K. Stevens with interest thereon and subject to the terms of said note more particularly described in a Warranty Deed wherein Frank K. Stevens conveys the property herein described to Joe M. Baggett, which record now appears in Volume 624 on page 271 of the Deed Records of Brazoria County, Texas, to which reference is here made; and the Grantees herein, upon accepting this deed, expressly assume an 10/11ths portion of such incumbrance and agree to pay such portion of such note in full according to its face, tenor and effect as a part of the consideration for this deed.

Have GRANTED, SOLD AND CONVEYED and by these presents do hereby GRANT, SELL, AND CONVEY unto the said Grantees herein of Brazoria County, Texas, an undivided 10/11ths interest in that certain lot, tract, or parcel of land together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Tract No. 24 in Division No. 8 of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit Leagus, Abstract No. 51, in Brazoria County, Texas, according to Plat of said Subdivision of record in Volume 2, Page 143-144 of the Plat Records of said County.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever, and the Grantor does bind himself, his heirs and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same on any part thereof.

WITNESS MY HAND this the 11th day of October, 1960.


Joe M. Baggett

11103

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority in and for said County and State on this day personally appeared Joe M. Baggett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of October

1960.



Louise S. Bailey
Notary Public In & For Brazoria County, Texas.

LOUISE S. BAILEY
Notary Public in and for Brazoria County, Texas
My Commission Expires June 1, 1961

#8146
Frank K. Stevens
to
Joe M. Baggett

Instrument----Release
Dated---- July 5, 1961
Filed---July 10, 1961 at 10:40 a.m.
Recorded in Deed Book 796 pg. 193

THE STATE OF TEXAS ()

COUNTY OF BRAZORIA ()

8146

WHEREAS, on the 5th day of June, 1955 Joe M. Baggett executed and delivered to Frank K. Stevens his promissory vendor's lien note of that date in the principal sum of Two Thousand Eight Hundred Eighty and No/100 (\$2,880.00) Dollars with interest thereon from date at the rate of six (6%) per cent per annum, said note being payable in eighty-nine (89) monthly installments of Forty and No/100 (\$40.00) Dollars each and one (1) installment of Twenty-Three and 53/100 (\$23.53) Dollars and which said note was given as part of the consideration for the following described real estate situated in Brazoria County, Texas, to-wit:

Being Tract Number Twenty-Four (24) in Division Number Eight (8) of the Brazos Coast Investment Company's Subdivision in the P. J. Calvit League, Abstract Number Fifty-One (51) in Brazoria County, Texas and being the same land described in the Deed from Frank K. Stevens to the said Joe M. Baggett, recorded in Volume 624, Page 271 of the Deed Records of Brazoria County, Texas,

in which said Deed a Vendor's Lien was retained against said property to secure the payment of said note; and

WHEREAS, to further secure the payment of said note the said Joe M. Baggett executed and delivered to F. W. Stevens, Trustee a Deed of Trust Lien on said above described property; and

WHEREAS, on the 5th day of June, 1955 Joe M. Baggett made, executed and delivered to Frank K. Stevens his promissory note of that date in the principal sum of Four Thousand Three Hundred Twenty (\$4,320.00) Dollars with interest thereon from date at the rate of six (6%) per cent per annum, which said note was payable in eighty-nine (89) monthly installments of Sixty Dollars (\$60.00) each and one (1) final installment of Thirty-five and 34/100

(835.34) Dollars; and which said note was given as part of the consideration for the following described real estate situated in Brazoria County, Texas, to-wit:

Being Tract Number Twenty-Five (25) in Division Number Eight (8) of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit League, Abstract Number Fifty-One (51) in Brazoria County, Texas, being the same land described in the Deed from Frank K. Stevens to Joe M. Baggett, recorded in Volume 624, Page 259 of the Deed Records of Brazoria County, Texas,


in which said Deed a Vendor's Lien was retained against said above described property to secure the payment of same; and

WHEREAS, to further secure the payment of said note, said Joe M. Baggett executed and delivered to F.W. Stevens, Trustee, a Deed of Trust Lien on said above described property; and

WHEREAS, the said Frank K. Stevens is the legal owner and holder of both said above described notes and the liens securing the same, and said notes have been fully paid according to their face, tenor and effect.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, FRANK K. STEVENS, of Brazoria County, Texas, for and in consideration of the premises, and the full and final payment of said above described notes, receipt of which is hereby acknowledged, hereby declare said indebtedness fully discharged and hereby RELEASE, REMISE and QUITCLAIM unto the said JOE M. BAGGETT, his heirs and/or assigns, all right title, equity and interest held by me in said above described tracts of land, by virtue of being the payee in said above described notes and the grantor in said above described deeds.

WITNESS MY HAND this the 5th day of July, 1961.



Frank K. Stevens

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas,
on this day personally appeared FRANK K. STEVENS known to me to
be the person whose name is subscribed to the foregoing instru-
ment and he acknowledged to me that he executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of
July, 1961.


Jane Hanson
Notary Public in and for
Brazoria County, Texas

#8147
Joe M. Baggett, Et al
to
A. B. Williamson & Wife

Instrument--- Warranty Deed
Dated----- June 20, 1961
Filed----- July 10, 1961 at 10:40 a.m.
Recorded in Deed Book 796 pg. 195

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

8147

KNOW ALL MEN BY THESE PRESENTS:

THAT We, JOE M. BAGGETT, M. K. EVANS, both of Brazoria
County, Texas, T. C. BAGGETT, of Bastrop County, Texas, R. L.
HAMMONDS, of Harris County, Texas, E. EDGAR of Brazoria
County, Texas, B. C. HAYS, of Brazoria County, Texas, F. D.
HARRELL, of Travis County, Texas, E. G. HARRELL, of
Brazoria County, Texas, O. W. McFARLAND, of Travis
County, Texas, TED S. DIXON, of Brazoria County, Texas and
J. R. HUGHES, of Brazoria County, Texas, hereinafter called
GRANTORS have GRANTED, SOLD and CONVEYED and by these presents
do GRANT, SELL and CONVEY unto A. B. WILLIAMSON and wife,
MARGARET G. WILLIAMSON, of Brazoria County, Texas, hereinafter
called GRANTEES, the following described tracts or parcels of
land, lying and being situated in Brazoria County, Texas, to-wit:

Tract Number ONE:

Being the surface and surface rights only
and a one-thirty-second (1/32nd) non-
participating royalty interest in and to
Tract Number Twenty-four (24), in division
No. 8 of the Brazos Coast Investment
Company Subdivision, in the F. J. Calvit
League, Abstract #51, Brazoria County,
Texas, according to plat of said subdivision
of record in Volume 2, pages 143-144 of
the Plat Records of said county.

Tract Number TWO:

Being the surface and surface rights only
in and to Tract Number Twenty-five (25) in
Division No. 8 of the Brazos Coast Invest-
ment Company Subdivision, F. J. Calvit
League, Abstract #51, in Brazoria County,
Texas, according to plat of said subdivis-
ion recorded in Volume 2, pages 143-144 of
the Plat Records of said county.

There is expressly excepted from this conveyance all
minerals in and under said above described tracts of land,
together with all the usual and necessary rights of ingress and
egress for the purpose of exploration, drilling, production and

marketing of such minerals. It being the intention of Grantors to convey to Grantees the surface and surface rights only in and to said above described tracts of land, together with a one-thirty-second (1/32nd) non-participating royalty interest in and under said above described Tract Number ONE. This conveyance is also subject to whatever rights the United States of America acquired under the Easement and Right-of-Way for the Intra-coastal Canal as set forth in the Easement from Brazoria County to the United States of America shown in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas, which said rights were acquired by Brazoria County, Texas in that certain condemnation proceeding Number 2071, styled Brazoria County, Texas vs. J. W. Dennis in the records of the County Court of Brazoria County, Texas. This conveyance is also subject to whatever rights the United States Government may have in the way of Easement for spoil disposal or otherwise for the Intra-coastal Canal under Right-of-Way Deed executed by Frank K. Stevens, et al and recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEES, their heirs and assigns, against every person whosoever, lawfully claiming or to claim the same, or any part thereof.

THE CONSIDERATION for this conveyance is the sum of FIFTEEN THOUSAND and No/100 (\$15,000.00) DOLLARS, Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars cash to us in hand paid by Grantees, the receipt of which is hereby acknowledged,

and the sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars evidenced by one promissory Vendor's Lien Note of even date herewith executed by Grantees, payable to Grantors, or order; in the principal sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars, bearing interest from maturity at the rate of ten per cent (10%), said note due on or before November 6, 1961 and payable at Freeport, Texas; said note containing the usual and customary acceleration, foreclosure and attorney's fees clauses; and said note being additionally secured by Deed of Trust of even date therewith executed by Grantees to Robert C. Koonce, Trustee, for the use and benefit of Grantors.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in favor of Grantors, or their assigns, against the above described property, premises and improvements, until the above described note and all interest thereon is fully paid, according to its face and tenor, effect and reading, when this Deed shall become absolute.

WITNESS OUR HANDS, this the 20 day of June, 1961.



Joe M. Baggett
Joe M. Baggett
J. C. Baggett
J. C. Baggett
R. L. Hammonds
R. L. Hammonds
M. K. Evans
M. K. Evans
E. Edgar
E. Edgar
B. C. Hays
B. C. Hays
F. D. Harrell
F. D. Harrell

E. G. Harrell
E. G. Harrell

O. W. McFarland
O. W. McFarland

Ted S. Dixon
Ted S. Dixon

J. R. Hughes
J. R. Hughes

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared JOE M. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of JUNE, 1961. L. C. COOKSEY
Notary Public, in and for
Brazoria County, Texas

L. C. Cooksey
Notary Public in and for
Brazoria County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared M. K. EVANS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of JUNE, 1961.

L. C. COOKSEY
Notary Public, in and for
Brazoria County, Texas

L. C. Cooksey
Notary Public in and for
Brazoria County, Texas

THE STATE OF TEXAS I

COUNTY OF Bastrop I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared T. C. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of July, 1961.

P. J. Alexander
Notary Public in and for
Bastrop County, Texas

P. J. ALEXANDER

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared R. L. HAMMONDS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of JUNE, 1961.

C. M. Loftis
Notary Public in and for
HARRIS County, Texas
C.M. LOFTIS

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared E. EDGAR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of JUNE, 1961.

L. C. COOKSEY
Notary Public, in and for
Brazoria County, Texas

L. C. Cooksey
Notary Public in and for
BRAZORIA County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared B. C. HAYS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of JUNE, 1961.

L. C. COOKSEY
Notary Public, in and for
Brazoria County, Texas

L. C. Cooksey
Notary Public in and for
BRAZORIA County, Texas

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared F. D. HARRELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of June, 1961.

FRANK W. McEEL
Notary Public
Travis County, Texas

Frank W. McEel
Notary Public in and for
TRAVIS County, Texas

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared E. G. HARRELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of JUNE, 1961.

L. C. COOKSEY
Notary Public, in and for
Brazoria County, Texas

L. C. Cooksey
Notary Public in and for
BRAZORIA County, Texas

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared O. W. McFARLAND known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of June, 1961.

Heleen Cochran
Notary Public in and for
Travis County, Texas
HELEN COCHRAN

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared TED S. DIXON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of JUNE, 1961.

L. C. COOKSEY
Notary Public, in and for
Brazoria County, Texas

L. C. Cooksey
Notary Public in and for
BRAZORIA County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared J. R. HUGHES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of JUNE, 1961.

L. C. COOKSEY
Notary Public, in and for
Brazoria County, Texas

L. C. Cooksey
Notary Public in and for
BRAZORIA County, Texas

#8148
A.B. Williamson & Wife
to
Robert C. Koonce, Trustee

Instrument----Deed of Trust
Dated----June 20, 1961
Filed----July 10, 1961 at 10:40 a.m.
Recorded in D/T Vol. 216 pg. 20

The State of Texas, } Known All Men by These Presents:
County of BRAZORIA 8148 }

That We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON

of **Brazoria** County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by **Robert C. Koonce,** Trustee, party of the second part, of **Brazoria**

County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Aliened, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of

Brazoria, in the State of Texas, to-wit:

Tract Number ONE:

Being the surface and surface rights only and a one-thirty-second (1/32nd) non-participating royalty interest in and to Tract No. 24, in Division No. 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract #51, Brazoria County, Texas, according to plat of said subdivision of record in Vol. 2, pages 143-144 of the Plat Records of said county.

Tract Number TWO:

Being the surface and surface rights only in and to Tract No. 25 in Division 8 of the Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract #51, in Brazoria County, Texas, according to plat of said subdivision recorded in Vol. 2, pages 143-144 of the Plat Records of said county.

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

That, Whereas, the said parties of the first part are justly indebted to Joe M. Baggett, T.C. Baggett, R.L. Hammonds, M.K. Evans, E. Edgar, B.C. Bays, F.D. Harrell, E.G. Harrell, O.W. McFarland, Ted S. Dixon and J. R. Hughes certain promissory note — executed by the said party of the third part herein, as evidenced by one parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

Of even date herewith in the principal sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars, bearing interest from maturity at the rate of ten per cent (10%), due on or before November 6, 1961, and payable at Freeport, Texas.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, and in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in the County in which said real estate is situated, one of which shall be at the Court House Door of such County, to sell the same, in accordance with such advertisement, at public auction, in front of the Court House of the County in which said property is situated, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters herein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expense incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to any party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

A. B. Williamson

A. B. Williamson

Margaret G. Williamson
Margaret G. Williamson

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, wife of, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. B. Williamson and Margaret G. Williamson, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Margaret G. Williamson, wife of the said A. B. Williamson having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Margaret G. Williamson acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of July A. D. 19 61

(L. S.)

Notary Public in and for

Brazoria

County, Texas.

THE STATE OF TEXAS, }
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk

County, Texas

By Deputy.

#9743
Joe M. Baggett, et al
to
Brazoria County

Instrument-----R/W
Dated-----April 24, 1961
Filed-----Aug. 15, 1961 at 8:10 a.m.
Recorded in Deed Book 798 pg. 674

THE STATE OF TEXAS) 9743
COUNTY OF BRAZORIA)

THAT we, Joe M. Baggett, T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. C. Harrell, O. W. McFarland, Ted S. Dixon, and J. R. Hughes, of Brazoria County, Texas, in consideration of the sum of \$1.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by us, to-wit:

A strip of land twenty (20) feet in width extending across the Northwest end of Tracts 24 and 25, in Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the recorded map or plat thereof appearing in the Office of the County Clerk of Brazoria County, Texas.

The grantors herein except from this easement and reserve for themselves, their heirs and assigns, forever, all oil, gas and other minerals, in and under the land covered by this easement, but said grantors, for themselves, their heirs and assigns, waive all right of ingress and egress to and from the surface of the land covered by this easement for the purposes of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purposes of making

additions to, improvements on, and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS OUR HANDS this the 22 day of June, A.D. 1961.

<u>Joe M. Baggett</u> Joe M. Baggett	<u>T. C. Baggett</u> T. C. Baggett
<u>R. L. Hammonds</u> R. L. Hammonds	<u>M. K. Evans</u> M. K. Evans
<u>E. Edgar</u> E. Edgar	<u>B. C. Hays</u> B. C. Hays
<u>F. D. Harrell</u> F. D. Harrell	<u>E. G. Harrell</u> E. G. Harrell
<u>O. V. McFarland</u> O. V. McFarland	<u>Ted S. Dixon</u> Ted S. Dixon
<u>J. R. Hughes</u> J. R. Hughes	

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared Joe M. Baggett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of April, A.D. 1961.

Mary C. Crockett
Notary Public in and for
County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared T. C. Baggett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of May, A.D. 1961.

Ed. J. [Signature]
Notary Public in and for
County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared R. L. Hammonds, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of June, A.D. 1961.

[Signature]
Notary Public in and for
County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared L. K. Evans, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of April, A.D. 1961.

MARY C. CROCKETT
Notary Public in and for Brazoria County, Texas
My Comm. Expires June 1, 1961

Mary C. Crockett
Notary Public in and for
Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared E. Edgar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of April, A.D. 1961.

MARY C. CROCKETT
Notary Public in and for Brazoria County, Texas
My Comm. Expires June 1, 1961

Mary C. Crockett
Notary Public in and for
Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared B. C. Hays, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of May, A.D. 1961.

MARY C. CROCKETT
Notary Public in and for Brazoria County, Texas
My Comm. Expires June 1, 1961

Mary C. Crockett
Notary Public in and for
Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared F. D. Harrell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of May, A.D. 1961.

Evelyn P. Rusk
Notary Public in and for
Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared E. Q. Harrell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of April, A.D. 1961.

Mary C. Crockett
Notary Public in and for
Brazoria County, Texas.

MARY C. CROCKETT

My Comm. Expires June 1, 1961

THE STATE OF TEXAS)
COUNTY OF Texas)

BEFORE ME, the undersigned authority, on this day personal appeared O. W. McFarland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of May, A.D. 1961.

V. L. Austin
Notary Public in and for
Texas County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria)

BEFORE ME, the undersigned authority, on this day personal appeared Ted S. Dixon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of June, A.D. 1961.

G. C. HARDMAN, JR.
Notary Public in and for Brazoria County, Texas
My Commission Expires 6-1-63

G. C. Hardman, Jr.
Notary Public in and for
Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF Brazoria)

BEFORE ME, the undersigned authority, on this day personal appeared J. R. Hughes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of April, A.D. 1961.

Mary C. Coedette
Notary Public in and for
Brazoria County, Texas.

MARY C. COEDETTE
Notary Public in and for Brazoria County, Texas
My Commission Expires 6-1-61

#14042

Joe M. Baggett, Et al
to
A. B. Williamson, et ux

Instrument---Release of V/L & D/T
Dated-----November 13, 1961
Filed-----Nov. 29, 1961 at 11:55 a.m.
Recorded in Deed Book 806 pg 649

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

14042

WHEREAS, on the 20th day of June, 1961 A. B. Williamson and wife, Margaret G. Williamson, made, executed and delivered to Joe M. Baggett, T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon and J. R. Hughes, or order, their promissory note of that date, in the principal sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), with interest from maturity at the rate of ten (10%) per cent per annum, said note being payable on or before the 6th day of November, 1961, and which said note was given as part of the purchase price for the following described real estate situated in Brazoria County, Texas, to-wit:

Tract Number ONE:

Being the surface and surface rights only and a one-thirty-second (1/32nd) non-participating royalty interest in and to Tract No. 24, in Division No. 6 of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract #51, Brazoria County, Texas, according to plat of said subdivision of record in Volume 2, pages 143-144 of the Plat Records of said county.

Tract Number TWO:

Being the surface and surface rights only in and to Tract No. 24 in Division No. 6 of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas, according to plat of said subdivision recorded in Volume 2, pages 143-144 of the Plat Records of said County.

and being the same land described in the deed from Joe M. Baggett, et al. to the said A. B. Williamson and wife, Margaret G. Williamson, of record in the office of the County Clerk of Brazoria County, Texas and in which deed a Vendor's Lien was retained against said property to secure the payment of said

note, and

WHEREAS, to further secure the payment of said note, the said A. B. Williamson and wife, Margaret G. Williamson, made, executed and delivered to Robert C. Koonce, Trustee, a Deed of Trust Lien on said above described property, which said Deed of Trust is duly recorded in the Office of the County Clerk of Brazoria County, Texas, and

WHEREAS, said note has been fully paid according to its face, tenor and effect and the payees in said note desire to release said note and said liens against said above described property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That We, JOE M. BAGGETT, T. C. BAGGETT, R. L. HAMMONDS, M. K. EVANS, E. EDGAR, B. C. HAYS, F. D. HARRELL, E. G. HARRELL, O. W. McFARLAND, TED S. DIXON and J. R. HUGHES, for and in consideration of the premises and the full and final payment of the said above described note, hereby declare said indebtedness fully discharged and hereby RELEASE, REMISE and QUITCLAIM unto the said A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, all right, title, interest and equity held by us in said above described land by virtue of said note and said Vendor's Lien and Deed of Trust Lien.

WITNESS OUR HANDS, this 13 day of November, 1961.

Joe M. Baggett
Joe M. Baggett

T. C. Baggett
T. C. Baggett

R. L. Hammonds
R. L. Hammonds

M. K. Evans
M. K. Evans

E. Edgar
E. Edgar

B. C. Hays
B. C. Hays

P. D. Harrell
P. D. Harrell

E. G. Harrell
E. G. Harrell

O. W. McFarland
O. W. McFarland

Ted S. Dixon
Ted S. Dixon

J. R. Hughes
J. R. Hughes

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared JOE N. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8 day of November, 1961.

Elmo R. Mays
Notary Public in and for
Brazoria County, Texas
ELMO R. MAYS
Notary Public in and for Brazoria County, Texas
My Commission Expires June 1, 1963

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared M. K. EVANS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of December, 1961.

Margaret B. Schlemmer
Notary Public in and for
Brazoria County, Texas
MARGARET B. SCHLEMMER

THE STATE OF TEXAS I

COUNTY OF Bastrop I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared T. C. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of November, 1961.

Virginia L. Gentry
Notary Public in and for
Bastrop County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared R. L. HAMMONDS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of November, 1961.

Margaret B. Schlemmer
Notary Public in and for
Brazoria County, Texas
MARGARET B. SCHLEMMER

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared E. EDGAR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of November, 1961.

Elmo R. Mays
Notary Public in and for
County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

ELMO R. MAYS
Notary Public in and for Brazoria County, Texas
My Commission Expires June 3, 1963

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared B. C. HAY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of November, 1961.

Mary C. Crockett
Notary Public in and for
MARY C. CROCKETT County, Texas
Notary Public in and for Brazoria County, Texas
My Commission Expires June 1, 1963

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared F. D. HARRELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of Nov, 1961.

W. H. Rowland
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared E. G. HARRELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8 day of November, 1961.

Elmor R. Mays
Notary Public in and for
County, Texas

ELMOR R. MAYS

Notary Public in and for Brazoria County, Texas
My Commission Expires June 1, 1963

THE STATE OF TEXAS I

COUNTY OF I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared O. W. McFARLAND known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of Nov, 1961.

W. H. Rowland
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS I

COUNTY OF *Brazoria*

BEFORE ME, a Notary Public in and for said County and state, on this day personally appeared TED S. DIXON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of November, 1961.

Mary C. Crockett

Notary Public in and for

MARY C. CROCKETT

County, Texas

Notary Public in and for Brazoria County, Texas

My Comm. expires June 1, 1963

THE STATE OF TEXAS I

COUNTY OF *Brazoria*

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared J. W. HUGHES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of November, 1961.

Mary C. Crockett

Notary Public in and for

MARY C. CROCKETT

County, Texas

Notary Public in and for Brazoria County, Texas

My Comm. expires June 1, 1963

16123

viii 894 PAGE 644

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of Brazoria County, Texas, hereinafter called GRANTOR, whether one or more, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto J. O. ANGLE, of Harris County, Texas, hereinafter called GRANTEE, the surface only of the following described lot, tract or parcel of land, lying and being situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;

THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the Place of Beginning.

This conveyance covers the surface only and is subject to a prior reservation of all the oil, gas and other minerals in Grantors' predecessors in title and to an easement for spoil disposal in favor of the United States of America as shown by the instrument of record in Volume 298 at page 7 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

DEED
VOL 894 PAGE 645

THE CONSIDERATION for this conveyance is the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to me in hand paid by GRANTEE, the receipt of which is hereby acknowledged, and the further sum of Ten Thousand and No/100 (\$10,000.00) Dollars, evidenced by one promissory Vendor's Lien Note, of even date herewith, executed by Grantee, payable to Grantors, or order, in the principal sum of Ten Thousand and No/100 (\$10,000.00) Dollars, bearing interest from date at the rate of seven (7%) per cent per annum, both principal and interest payable at Angleton, Texas, the principal of said note being payable in three (3) annual installments, two of which are to be in the sum of Three Thousand Three Hundred Thirty-Three and 33/100 (\$3,333.33) Dollars each and a final installment to be in the sum of Three Thousand Three Hundred Thirty-Three and 34/100 (\$3,333.34) Dollars, the first installment to become due and payable on or before the 29th day of October, 1965 and a like installment to become due and payable on or before the 29th day of October of each succeeding year thereafter until the whole principal sum has been paid, the interest on said note being payable annually as it accrues, in addition to and simultaneously with principal payment, with said note containing the usual and customary acceleration, foreclosure and attorney's fees clauses, and said note being additionally secured by Deed of Trust, of even date therewith, executed by Grantee to Edward R. Goff, Trustee, for the use and benefit of Grantors.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in favor of Grantors, or their assigns, against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid, according to its face and tenor, effect and reading, when this Deed shall become absolute.

WITNESS OUR HANDS, this 29th day of October, 1964.

A. B. Williamson
A. B. Williamson

Margaret G. Williamson
Margaret G. Williamson

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of October, 1964.

Robert H. Hamilton
Notary Public in and for Brazoria
County, Texas
R. H. Hamilton

THE STATE OF TEXAS I
COUNTY OF ^{Harris} BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared MARGARET G. WILLIAMSON, wife of A. B. WILLIAMSON, known to me to be the person whose name is subscribed to the foregoing instrument, and the said MARGARET G. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of October, 1964.

J. P. Patterson
Notary Public in and for Brazoria
County, Texas

FILED FOR RECORD
AT 2:00 O'CLOCK 1 M

NOV 3 1964

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.

16124

DEED OF TRUST

VOL. 263 PAGE 797

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESEN

COUNTY OF BRAZORIA

THAT L. J. O. ANGLE

of the Coun.
 Harris and State of Texas part Y of the first part, in consi-
 tion of the sum of Ten Dollars, to me in hand paid by EDWARD R. GOFF, Trustee
 of the County of Brazoria and State of Texas the receipt where-
 hereby acknowledged, and of the further consideration, uses purposes and trusts herein set forth and deed
 have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Alien, Convey and confirm,
 the said EDWARD R. GOFF, Trustee,

part Y of the second part, and also to the Substitute Trustee as hereinafter provided, all of the following
 scribed real estate, lying and being situated in the County of Brazoria in the State of Texas, to

The surface only of a lot 110 feet wide off of the West or Southwest
 side of Tract Number 24 out of the Brazos Coast Investment Company's
 Subdivision Number 6, F. J. Calvit, Jr. Survey, Abstract Number 51,
 Brazoria County, Texas, said 110 feet wide lot being described more
 particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same
 being in the Southeast right-of-way line of a 60 foot road;

THENCE North 44° 24' East a distance of 110 feet along said road
 right-of-way line to a point in said line for the Northeast corner;

THENCE South 45° 36' East to a point on the North bank of the Intra-
 coastal Canal for the Southeast corner;

THENCE in a Westerly direction following the meanders of said canal
 to the Southwest corner of said Tract 24 for corner;

THENCE North 45° 36' West along the Southwest or West line of said
 Tract 24 a distance of 737.48 feet, more or less, to the Place of
 Beginning.

DEED OF TRUST

VOL 263 PAGE 798

together with all improvements thereon, or hereafter to be placed thereon and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining: To HAVE AND TO HOLD unto.....the said part.....Y.....of the second part, and to.....his.....successor.....and.....assigns forever.....hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof unto the said.....Edward R. Goff.....and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same, for and upon the following trusts, terms and conditions, to-wit: That whereas.....

I, O. Angle

the said part.....Y.....of the first part.....is.....justly indebted to

A. B. Williamson and wife, Margaret G. Williamson

part.....Y.....of the third part herein as evidenced by.....ONE.....certain promissory note.....executed by the said part.....Y.....of the first part, and payable to the order of the said part.....Y.....of the third part, as follows, to-wit: Of even date, in the principal sum of \$10,000.00, bearing interest from date at the rate of 7% per annum, principal of said note payable in three annual installments, two of which are to be in the sum of \$3,333.33 each and a final installment to be in the sum of \$3,333.34, the first of such installments to be due and payable on or before the 29th day of October, 1965 and a like installment due and payable on or before the 29th day of October of each succeeding year thereafter until the whole principal sum is paid, with interest payable annually as it accrues, in addition to and simultaneously with principal payment

And, whereas, it is contemplated that said.....I. O. Angle.....may hereafter become indebted unto said part.....Y.....of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future it is agreed shall all be payable at.....Angleton, Texas.....and bear interest at the rate of SEVEN per cent per annum from date of accrual until paid, by whatever means the same shall accrue, and this conveyance is made for the security and enforcement of the payment of said present and future indebtedness.

Now, should the said part.....Y.....of the first part make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and of no further force or effect, and shall be released at the cost and expense of the said part.....Y.....of the first part. But should the said.....I. O. Angle.....part.....Y.....of the first part, make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, or the same shall become due and payable, or should said part.....Y.....of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said part.....Y.....of the first part, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall, at the option of the part.....Y.....of the third part, or other holder thereof, immediately mature and become payable, and it shall thereupon at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said part.....Y.....of the second part herein, and of HIS.....successor or substitute, as hereinafter provided, on the request of the said part.....Y.....of the third part, or other holder thereof (which request is hereby presumed) to enforce this Trust, and after advertising the time, place and terms of the sale of all the above conveyed and described property for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in each County where said real estate is situated one of which shall be at the Court House door of such County, and by giving such other advertisement and notice as is, or may be, required by law, to sell the same, in accordance with such advertisement, at public auction in front of the door of the Court House of Brazoria County, in the State of Texas, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all interests of.....

as the Trustee acting may elect and make due conveyance to the purchaser or purchasers, with general warranty, binding the said part Y of the first part herein, and his heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent to himself and then to the said part Y of the third part, or any other holder thereof, the full amount of principal and interest due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the purchase money, if any, to the part Y of the first part his heirs or assigns; and said sale shall forever be a perpetual bar against the said part Y of the first part his heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said part Y of the third part herein, or other holder of said indebtedness without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act. The part Y of the third part, or other holder under them, shall have equal rights to become the purchasers at such sale, being the highest bidder.

It is agreed and stipulated that the part Y of the first part herein shall and will, at his own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and pay and discharge, as they are or may become payable, all and every the taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or Municipal authority, and shall keep said property fully insured in some company or companies approved by the part Y of the third part, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the part Y of the first part in performance of any of the foregoing stipulations, the same may be performed by the part Y of the third part herein, for account and at the expense of the part Y of the first part, and any and all expenses incurred and paid in so doing shall be payable by the part Y of the first part to the part Y of the third part, with interest at the rate of 7 per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expenses and time when paid shall be held fully established by the affidavit of the part Y of the third part, or of his agent, or by the certificate of any Trustee acting hereunder.

[illegible][illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Office, at Washington, D.C., this 10th day of October, 1941.

Harston, Texas. 19th. 1941. October

One True and New Heavly... Since 1941

W. Liu, J. K. Sze, D. S. Shiu / Journal of Macroeconomics 29 (2007) 101–117

100-100000

DEED OF TRUST

Vol: 283 Page 800

THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME,

A Notary Public

in and for said County and State,

on this day personally appeared J. O. ANGLE

known to me

to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 30th day of October, 1964

M. C. Anderson
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME,

in and for said County and State,

on this day personally appeared _____
wife of _____

known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged said instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this _____ day of _____, 19 _____.

FILED FOR RECORD
AT 8:15 O'CLOCK P. M.

NOV 3 1964

H. R. STEVENS, JR.

Clerk County Court, Harris Co., Tex.
M. C. Anderson Notary

DEED OF TRUST

FOR THE BENEFIT AND PROOF

Filed for Record this _____

at _____ o'clock _____ M.

Clerk

County Court, _____ County

By _____ Deputy

Recording Fee, \$ _____

ELLIOTT & WALDRON TITLE & GUARANTY CO.

THE STATE OF TEXAS,

COUNTY OF _____

Clerk of the County Court of _____
instrument of writing, dated this _____ day of _____, 19 _____, and its duplicate of authentication, was deposited with me and filed in my office _____
at _____ o'clock _____ M., and duly recorded in the _____
at _____ o'clock _____ M., in the Records of Deeds of this County _____

Witness my hand and seal of the County Court at _____
this _____ day of _____, 19 _____.

KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of the County of Brazoria, State of Texas, hereinafter called OWNER, whether one or more, the legal owner and holder of that certain vendor's lien promissory note in the original principal sum of Ten Thousand and No/100 (\$10,000.00) Dollars, executed by J. O. Angle, dated the 29th day of October, 1964, and fully described in and secured by lien retained in Deed of A. B. Williamson and wife, Margaret G. Williamson, to J. O. Angle, and additionally secured by deed of trust, executed by J. O. Angle to Edward R. Goff, Trustee, dated the 29th day of October, 1964, both instruments being of record in the Office of the County Clerk of Brazoria County, Texas, to which reference is here made, conveying the following described property, to-wit:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract No. 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60' road;
THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;
THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner;
THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;
THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the Place of Beginning,

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to the above named Owner in hand paid by BRAZOSPORT SAVINGS AND LOAN ASSOCIATION, of the County of Brazoria, State of Texas, hereinafter called PURCHASER, receipt of which is hereby acknowledged, have SOLD,

ASSIGNED and TRANSFERRED, and by these presents do SELL, ASSIGN and TRANSFER unto the said Purchaser, without recourse in any event, the above described vendor's lien note and the superior title retained in the above mentioned deed and deed of trust to secure said note.

DATED this the 16 day of November, 1964.

A. B. Williamson

A. B. Williamson

Margaret G. Williamson

Margaret G. Williamson

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and MARGARET G. WILLIAMSON, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARGARET G. WILLIAMSON, wife of the said A. B. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of November, 1964.

Robert C. Stevens
Notary Public in and for Brazoria
County, Texas
Robert C. Stevens

FILED FOR RECORD
AT 2 O'CLOCK PM

NOV 16 1964

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY Robert C. Stevens

17180

DEED
Vol 896 Page 328

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of Brazoria County, Texas, hereinafter called GRANTORS, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto VERNON C. WILSON, of Harris County, Texas, hereinafter called GRANTEE, the surface only of the following described lot, tract or parcel of land, lying and being situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said tract herein conveyed being more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point 110 feet North 44° 24' East of the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road for place of beginning; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract; THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this lot; THENCE in a Westerly direction following the meanders of said canal approximately 110 feet to the Southeast corner of the tract previously sold by Grantors to J. O. Angle, said point being the Southwest corner of this tract; THENCE North 45° 36' West and parallel to the Southwest or West line of said Tract 24, a distance of approximately 737.48 feet to the place of beginning.

This conveyance covers the surface only and is subject to a prior reservation of all the oil, gas and other minerals in Grantors' predecessors in title and to an easement for sand disposal in favor of the United States of America as shown by the instrument of record in Volume 298, at page 7 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns.

against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

THE CONSIDERATION for this conveyance is the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to us in hand paid by GRANTEE, the receipt of which is hereby acknowledged, and the further sum of TWELVE THOUSAND and No/100 (\$12,000.00) DOLLARS, evidenced by one promissory Vendor's Lien Note, of even date herewith, executed by Grantee, payable to GRANTORS, or order, in the principal sum of Twelve Thousand and No/100 (\$12,000.00) Dollars, bearing interest from date at the rate of seven (7%) per cent per annum, both principal and interest payable at Angleton, Texas, the principal of said note being payable in three (3) annual installments of Four Thousand and No/100 (\$4,000.00) Dollars each, the first installment to become due and payable on or before the 18th day of November, 1965 and a like installment to become due and payable on or before the 18th day of November of each succeeding year thereafter until the whole principal sum has been paid, the interest on said note being payable annually as it accrues, contemporaneously with principal payment, with said note containing the usual and customary acceleration, foreclosure and attorney's fee clauses, and said note being additionally secured by Deed of Trust, of even date therewith, executed by Grantee to Edward R. Goff, Trustee, for the use and benefit of Grantors.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in favor of Grantors, or their assigns, against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid, according to its face and tenor, effect and reading, when this Deed shall become absolute.

WITNESS OUR HANDS, this 17 day of November, 1964.



A. B. Williamson

Margaret G. Williamson

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

DEED
VOL 896 PAGE 330

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of November, 1964.

Robert C. Koonce
Notary Public in and for Brazoria County, Texas
ROBERT C. KOONCE

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared MARGARET G. WILLIAMSON, wife of A. B. WILLIAMSON, known to me to be the person whose name is subscribed to the foregoing instrument, and the said MARGARET G. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of November, 1964.

Robert C. Koonce
Notary Public in and for Brazoria County, Texas

FILED FOR RECORD
AT O'CLOCK PM

NOV 27 1964

H. P. GILKINS, JR.
County Clerk, Brazoria County, Texas

" DEED OF TRUST

VOL 264 PAGE 758

together with all improvements thereon, or hereafter to be placed thereon and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining: To HAVE AND TO HOLD unto.....the said part Y.....of the second part, and to.....his.....successor.....and.....assigns forever..... hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof unto the said.....Edward R. Goff.....and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same, for and upon the following trusts, terms and conditions, to-wit: That whereas

Vernon C. Wilson

the said part Y.....of the first part is.....justly indebted to

A. B. Williamson and wife, Margaret G. Williamson

part I&S.....of the third part herein as evidenced by.....ONE.....certain promissory note.....executed by the said part Y.....of the first part, and payable to the order of the said part.....of the third part, as follows, to-wit:

Note of even date herewith in the principal amount of Twelve Thousand (\$12,000.00) Dollars, bearing interest at the rate of seven (7%) per cent per annum, principal of said note payable in three (3) annual installments of Four Thousand (\$4,000.00) Dollars each, the first installment due and payable on or before the 18th day of November, 1965 and a like installment due and payable on or before the 18th day of November each succeeding year thereafter, the interest on said note payable annually as it accrues contemporaneously with principal payments

And, whereas, it is contemplated that said.....Vernon C. Wilson..... may hereafter become indebted unto said part.....I&S.....of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future it is agreed shall all be payable at.....Angleton, Texas.....and bear interest at the rate of SEVEN per cent per annum from date of accrual until paid, by whatever means the same shall accrue, and this conveyance is made for the security and enforcement of the payment of said present and future indebtedness.

Now, should the said part Y.....of the first part make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and of no further force or effect, and shall be released at the cost and expense of the said part Y.....of the first part. But should the said.....Vernon C. Wilson..... part Y.....of the first part, make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said part Y.....of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said part Y.....of the first part, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall, at the option of the part I&S.....of the third part, or other holder thereof, of immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said part Y.....of the second part herein, and of his.....successor or substitute, as hereinafter provided, on the request of the said part I&S.....of the third part, or other holder thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all the above conveyed and described property for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in each County where said real estate is situated one of which shall be at the Court House door of such County, and by giving such other advertisement and notice as is, or may be, required by law, to sell the same, in accordance with such advertisement, at public auction in front of the door of the Court House of

Brazoria

County in the State of Texas, on the first Tuesday in any month between the hours of 10 o'clock A. M. and 1 o'clock P. M., to the highest bidder for cash, selling all property sold as an entirety or in parcels,

[illegible]

IN TESTIMONY WHEREOF said party Y
at _____, Texas
One (1) _____ Sixty-Four
Witness my Right Hand and Seal
_____ November

Wm. C. Wilson

DEED OF TRUST

VOL. 264 PAGE 760

THE STATE OF TEXAS,

COUNTY OF HARRIS

A Notary Public

BEFORE ME

J. C. Alderson

in and for said County and State,

on this day personally appeared VERNON C. WILSON

known to me

to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he

executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 18 day of November, 1964

Notary Public

Harris County, Texas

My Commission Expires 1, 1966

J. C. Alderson
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME

in and for said County and State,

on this day personally appeared

wife of

known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by

me privily and apart from her husband, and having the same fully explained to her, she, she said

acknowledged said instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this day of 19

02

Filed to Registrar of Deeds
7:40 PM

Filed for Record this day
at o'clock
County Court
County
Clerk
Deputy

FOR THE DEEDS AND RECORDS

DEED OF TRUST
TO

FILED FOR RECORD
AT 11:00 O'CLOCK
NOV 22 1964

H. R. STEVENS, JR.
Clerk County Court, Crossin Co., Tex.

17181

THE STATE OF TEXAS,

COUNTY OF

Clerk of the County Court of
instrument of writing, dated the day of 19 with its certificate of authentication, was deposited with me and filed in my office on the day of 19 at o'clock M., and duly recorded on the day of 19 at o'clock M. in the Records of Deeds of Trust of said County, Volume on page

Witness my hand and seal in the County Court of said County, Texas, on the day and year last above written.

County Court

County

17182

D E E D

THE STATE OF TEXAS

VOLUME 896 PAGE 331

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of the County of Brazoria, State of Texas, hereinafter called OWNER, whether one or more, the legal owner and holder of that certain Vendor's Lien Promissory Note in the original principal sum of TWELVE THOUSAND and No/100 (\$12,000.00) DOLLARS, executed by VERNON C. WILSON, dated the 17th day of November, 1964, and fully described in and secured by lien retained in Deed of A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, to VERNON C. WILSON, and additionally secured by Deed of Trust, executed by Vernon C. Wilson to Edward R. Goff, Trustee, dated the 17th day of November, 1964, both instruments being of record in the Office of the County Clerk of Brazoria County, Texas, to which reference is here made, conveying the following described property, to-wit:

The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said tract herein conveyed being more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point 110 feet North 44° 24' East of the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road for place of beginning; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this lot;

THENCE in a Westerly direction following the meanders of the canal approximately 110 feet to the Southeast corner of the tract previously sold by Grantors to J. O. Angle, said point being the Southwest corner of this tract;

THENCE North 45° 36' West and parallel to the Southeast West line of said Tract 24, a distance of approximately 737.46 feet to the Place of Beginning.

for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to the above named Owner in hand paid by BRAZOSPORT SAVINGS AND LOAN ASSOCIATION, of the County of Brazoria, State of Texas, hereinafter called PURCHASER, receipt of which is hereby acknowledged, have

DEED

VOL 896 PAGE 332

SOLD, ASSIGNED and TRANSFERRED, and by these presents do SELL, ASSIGN and TRANSFER unto the said Purchaser, without recourse in any event, the above described Vendor's Lien Note and the superior title retained in the above mentioned Deed and Deed of Trust to secure said note.

DATED this the 17 day of November, 1964.

A. B. Williamson
A. B. Williamson

Margaret G. Williamson
Margaret G. Williamson

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and MARGARET G. WILLIAMSON, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARGARET G. WILLIAMSON, wife of the said A. B. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of November, 1964.

Notary Public in and for Brazoria
County, Texas

FILED FOR RECORD
AT 11 O'CLOCK 11

NOV 23 1964

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.

THE STATE OF TEXAS)
COUNTY OF MARICOPA)

VOL 277 PAGE 928

File #: M07-08 Date Rec'd: 1/15/09

This DEED OF TRUST, was here entered into by and between **A. B. Williamson and wife, Margaret Williamson.**

of Brazoria County, Texas, hereinafter called WATSON (whether one or more) and David P. Gaudin of Brazoria County, Texas, hereinafter called WATSON, as the Associates and Joint Associates, a partnership, with the principal place of business in Hempport, Brazoria County, Texas, hereinafter called WATSON.

5. **SECURITY AND NOTE.** Guarantees, for the purpose of securing the noteholder in the payment of a certain promissory note of even date herewith

Fifteen Thousand Three Hundred Dollars **\$5,253.00** executed by grantors herein

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos County Investment Company Subdivision No. 3, P. J. Galvit Survey, District 51, Brazoria County, Texas and more particularly described as follows:

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;

TRENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45° 36' East to a point on the North bank of the Intra-coastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract:

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning.

TO HAVE AND TO HOLD the above described property, together with all rights, servitudes and appurtenances thereunto in anywise connected and related to all heating, plumbing, refrigeration equipment, ventilation, blinds, air conditioning, lighting fixtures, and all other fixtures, appurtenances and hereafter attached thereto or used in connection therewith, unto the said Trustee, and his successors, successors and assigns forever, his heirs and assigns and to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof, unto the said Trustee, his heirs, assigns and assigns, and to the assigns of any Trustee, hereunder, together all persons who have and shall have any claim or claim to any part thereof.

10. In the event of any default in payment, all taxes and other property are hereby assigned to the lender to whom the holder take possession of said property and rent same for such rental as he deems proper, and the right of collection, shall be applied as a credit on the indebtedness hereon.

2. SUBROGATION. It is understood and agreed that the proceeds of the aforesaid note shall be paid to the lender and charged against the lands described therein, or any portion thereof, as hereinafter provided. Notwithstanding the fact that the lender is not a creditor of the borrower, the lender shall be subrogated to the rights of the lender in the property described in the note, and shall be entitled to the same as if the lender were a creditor of the borrower. The lender shall be entitled to the same as if the lender were a creditor of the borrower, and shall be entitled to the same as if the lender were a creditor of the borrower.

3. APPLICATION OF PAYMENTS. It is further agreed on a part of the undersigned that if the undersigned shall be indebted to the undersigned for any sum of money, and if any, hereinafter shall be applied first to the payment of the undersigned, and if any, loaned to renew existing loans, and then to the undersigned in the same order.

A. OTHER SECURITY. It is agreed that the security of the Government shall be taken from the same indebtedness, or any part thereof.

[illegible]

4. GRANTOR'S COVENANTS The grantors do hereby covenant and agree that:

(b) ABSTRACT Unless the Auctioneer has a special arrangement with the said hotelkeeper, the said hotelkeeper shall be responsible for the payment of the amount of the purchase price of the goods sold at the auction, and shall be responsible for the payment of the amount of the purchase price of the goods sold at the auction, and shall be responsible for the payment of the amount of the purchase price of the goods sold at the auction.

[illegible][illegible]

DEED OF TRUST
VOL 277 PAGE 930

12. PRIOR INTERESTS RENEWED AND EXTENDED. The indebtedness secured hereby is renewed and extended, but not to extinguishment of this certain existing indebtedness described as follows:

None

covers herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESSETH we on this 2nd day of September A.D. 1965.

A. B. Williamson
A. B. Williamson
Margaret Williamson
Margaret Williamson

JOINT OR WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared:

A. B. Williamson and Margaret Williamson, his wife.

Known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said

Margaret Williamson

is the wife of A. B. Williamson.

Having been explained by me privately and apart from her husband and having the same fully explained to her by me, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of September, A.D. 1965.

My Comm. No. 110001

A.D. 1965

Th. J. ...
County Clerk of and for Brazoria County, Texas

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared:

ON this day personally appeared and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said

FILED FOR RECORD
AT 10 O'CLOCK

SEP 9 1965

H. B. ...
Clerk, County Court, Brazoria County, Texas
BY *...*

DEED

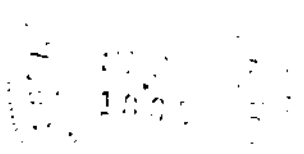
VOL 942 PAGE 429

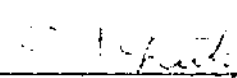
CHANGE OF NAME

8113

I, T. J. LUTZ, DO HEREBY CERTIFY THAT I AM A DULY ELECTED
ASSISTANT SECRETARY OF MOBIL OIL CORPORATION (FORMERLY CALLED SOCONY
MOBIL OIL COMPANY, INC.), A NEW YORK CORPORATION, AND I DO FURTHER
CERTIFY THAT THE NAME OF SUCH CORPORATION WAS DULY CHANGED FROM
SOCONY MOBIL OIL COMPANY, INC. TO MOBIL OIL CORPORATION BY THE FILING
OF A CERTIFICATE OF AMENDMENT IN THE OFFICE OF THE DEPARTMENT OF
STATE, STATE OF NEW YORK ON MAY 15, 1966.

IN TESTIMONY WHEREOF, I HAVE SIGNED MY NAME AND AFFIXED THE
CORPORATE SEAL AT NEW YORK, N.Y., THIS 16TH DAY OF MAY, 1966.





ASSISTANT SECRETARY

VOL 942 PAGE 433

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co.,
BY H. B. Burt DEPUTY

13090

DEED OF TRUST

VOL 295 PAGE 358

THE STATE OF TEXAS
COUNTY OF BRAZORIA

THIS DEED OF TRUST IS HEREBY FILED FOR RECORD

THIS DEED OF TRUST, made and entered into by and between **A. B. WILLIAMSON and wife, MARGARET WILLIAMSON,**of Brazoria County, Texas, hereinafter called GRANTORS (whether one or more) and **World F. Bankers of Brazoria County, Texas, hereinafter called TRUSTEE, and**
Brazoria Savings and Loan Association, a corporation, with its principal place of business in Port Neches, Brazoria County, Texas, hereinafter called MORTGAGEE, to wit:

1. SECURITY AND MORTGAGE. Grantors, for the purpose of securing the Mortgagee in the payment of a certain promissory note of even date herewith

Fifteen Thousand Three Hundred

Dollars (\$15,300.00)

is executed by grantors hereto

and payable to the order of Mortgagee in accordance with the terms and interest rate as stipulated in said note; and the further consideration of \$15,300.00 to Grantors paid by Trustee, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have sold, granted and conveyed, and by these presents do sell, grant and convey unto Trustee, and his successors, heirs and assigns, the following described real property, to wit:

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas and more particularly described as follows:

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;

THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45° 36' East to a point on the North bank of the Intra coastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract;

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning.

VOL 295 PAGE 359

[illegible]

DEED OF TRUST
VOL. 295 PAGE 360

12. PRIOR INDEBTEDNESS RENEWED AND EXTENDED. The indebtedness secured hereby is renewed and extended, but not in extinguishment of that certain existing indebtedness described as follows:

Note dated September 2, 1965 payable to the order of Brazosport Savings and Loan Association for the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00)

13. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this

15

day of

September

A.D. 1966.

A. B. Williamson

A. B. Williamson

Margaret Williamson

Margaret Williamson

JOINT OR WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared: A. B. WILLIAMSON and MARGARET WILLIAMSON, his wife.

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and he said:

MARGARET WILLIAMSON, wife of A. B. WILLIAMSON, having been examined by me privately and apart from her husband and having the same fully explained to her by me, she acknowledged such instrument to be her act and deed and decided that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this

15

day of September

A.D. 1966.

James H. Lunsford
Notary Public
Brazoria County, Texas

089

— 000 V

04521

109-119

FILED FOR RECORD

AT 3:00 O'CLOCK P. M.

SEP 6 1966

H. R. STEVENS, JR.

Clerk County Court, Brazoria Co., Tex.
BY *H. R. Stevens, Jr.* DEPUTY

BRAS-1-1250-1 of 1

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

WHEREAS, on the 2nd day of September, 1965, A. B. WILLIAMSON and wife, MARGARET WILLIAMSON, made, executed and delivered to Brazosport Savings and Loan Association their promissory note of that date in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), said note being due and payable on or before one (1) year after date, and to secure the payment of said note the said A. B. Williamson and wife, Margaret Williamson, made, executed and delivered to David P. Danheim, Trustee, a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas and more particularly described as follows:
BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;
THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;
THENCE South 45° 36' East a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;
THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract;
THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning,

which said Deed of Trust is recorded in the Deed of Trust Records of Brazoria County, Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 1, 1966, said above referred to indebtedness was renewed and extended; and

WHEREAS, the said Brazosport Savings and Loan Association is the legal owner and holder of said note and said liens securing the same, and there is now owing on said note to the said Brazosport Savings and Loan Association the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and the said A. B. Williamson and wife, Margaret Williamson, desire to renew and extend said note and said liens securing the same on the above described property until all of said note and interest thereon shall have been fully paid, and it is agreeable with said Brazosport Savings and Loan Association to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, A.B. WILLIAMSON and wife, MARGARET WILLIAMSON, hereby acknowledge that we are indebted to BRAZOSPORT SAVINGS AND LOAN ASSOCIATION, in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), being the balance owing on said notes dated September 2, 1965 and September 1, 1966, and which said notes are secured by the Deed of Trust Lien as above recited, and we do hereby agree to pay said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00) to Brazosport Savings and Loan Association, on or before one (1) year from date, interest payable at maturity, and for the purposes of evidencing said agreement, we do hereby MAKE, EXECUTE and DELIVER to Brazosport Savings and Loan Association, our promissory note of this date for the said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and IT IS FURTHER UNDERSTOOD AND

DEED OF TRUST
VOL 311 PAGE 212

AGREED by the parties that the payment of said note shall be secured by the Deed of Trust Liens hereinabove recited, and that said liens and all rights, powers and equity incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS THIS EXTENSION AGREEMENT this 31st day of August, 1967.

A. B. Williamson
A. B. Williamson

Margaret Williamson
Margaret Williamson

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and MARGARET WILLIAMSON, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARGARET WILLIAMSON, wife of the said A. B. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed this for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31 day of August, 1967.

[Signature]
Notary Public in and for Brazoria County,
T e x a s

FILED FOR RECORD
AT 2:20 O'CLOCK PM

AUG 31 1967

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY [Signature] DEPUTY

REC-3167

12717

CONF ALL NEW BY THESE POLICE.

of Houston County, Texas, United States called LINDSEY (whether one is male) and David - born in Houston County, Texas, sometimes called THURSTON, and Graceful having one twin Appleblossom, a connection with its principal place of business is frequent, Houston County, Texas, sometimes called MATT - WILLIAMS, come.

[illegible]

Fifteen Thousand Three Hundred Dollars (\$15,300.00), associated by grantors herein and payable to the order of Moxallville in accordance with the terms and interest rate as stipulated in said note, and the further consideration of \$10.00 to Grantees held by Treasrer, receipt of which is hereby acknowledged, and the further consideration, name, purpose and terms herein set forth, have SOLD, granted and conveyed, and by these presents do SELL, GRANT AND CONVEY unto Treasrer and his successors, successors and their assigns, the following described real property, to-wit:

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and more particularly described as follows:

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning:

THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25:

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land

previously sold by Grantors to Vernon C. Wilson, said point being the South-west corner of this tract:

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning.

TO HAVE AND TO HOLD the above described property, together with all rights, title and claim and appurtenances thereto belonging, including but not limited to all heating, plumbing, refrigeration and other mechanical and electrical equipment, lighting fixtures, ducts or ventilating fans and equipment now or hereafter attached thereto or used in connection therewith, unto the said Trustee, and to his heirs, assigns, successors and assigns forever, hereby conveyed and agreeing to WAIVER ANY AND ALL BENEFITS OF ANY AND ALL RIGHTS OF FIRST REFUSAL, RIGHT OF FIRST OFFER, RIGHT OF FIRST REFUSAL, and the Sub-Contractors, and to the said parties and their heirs, assigns, successors and assigns forever, to waive the same at any time thereafter.

In the event of any default in payment, all equipment, tools, materials, and supplies, whether or not used, and the right thereon, shall be at the request of the Subholder, taken possession of and property and may be sold or otherwise disposed of without notice as security for the balance of the debt and shall be subject to a lien in favor of the Subholder of equipment and materials, shall be applied to the payment of the debt.

[illegible][illegible]

THEOREM 1. Let $\{X_n\}_{n \geq 0}$ be a sequence of independent random variables with $E X_n = 0$, $V X_n = 1$. Then $\lim_{n \rightarrow \infty} P(X_n = 0) = 0$.

1. NAME AND FULL NAME OF THE PERSON: [REDACTED] (Last Name), [REDACTED] (First Name), [REDACTED] (Middle Name), [REDACTED] (Suffix).
2. DATE OF BIRTH: [REDACTED] (Month/Day/Year).
3. PLACE OF BIRTH: [REDACTED] (City/Town/Village), [REDACTED] (District/County), [REDACTED] (State/Province/Country).
4. CURRENT ADDRESS: [REDACTED] (Street/Highway/Road), [REDACTED] (City/Town/Village), [REDACTED] (District/County), [REDACTED] (State/Province/Country).
5. CONTACT INFORMATION: [REDACTED] (Phone Number), [REDACTED] (Email Address).
6. OCCUPATION: [REDACTED] (Job Title/Field of Work).
7. EDUCATION: [REDACTED] (School/Institution), [REDACTED] (Degree/Diploma/Certificate).
8. MARITAL STATUS: [REDACTED] (Single/Married/Divorced/Widowed).
9. RELIGION: [REDACTED] (Religious Belief/Tradition).
10. OTHER INFORMATION: [REDACTED] (Additional Details/Notes).

http://www.elsevier.com/locate/jmb

DEED OF TRUST
VOL 311 PAGE 214

GRANTOR WARRANTS: The grantor warrants, covenants and agrees with the Trustee and the Beneficiary as follows:

(a) To keep prompt payment of the attached loan indebtedness, with principal and interest, as the same shall hereafter become due and payable.

(b) WHOLLY: Unless the Beneficiary has accepted a deed of assignment of the property to the Beneficiary, the grantor shall not, in any way, sell, lease, convey, mortgage, or otherwise dispose of the property or any interest therein, or any part thereof, without the written consent of the Beneficiary, and all renewals thereof, and all extensions of time shall be subject to the approval of the Beneficiary.

(c) OTHER LIENS AND ATTORNEY'S FEES: The grantor warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(d) TAXES: To pay, as the same shall hereafter become due and payable, all taxes and special assessments, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(e) LAND IN PROPERTY: That the grantor warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(f) CONDEMNATION: That the Beneficiary shall be entitled to remove any and all improvements which may be erected on the property, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(g) INSURANCE: At all times to keep the improvements on said property insured against fire, theft, and all other risks, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(h) DISBURSEMENTS BY NOTORIAL: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(i) PARTIAL RELEASES AND EXTENSIONS: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(j) EXTENSION OF TIME: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(k) ADVANCE PAYMENTS OF INTEREST: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(l) FURTHER: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(m) FURTHER: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(n) FURTHER: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(o) FURTHER: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(p) FURTHER: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

(q) FURTHER: That the Beneficiary warrants and agrees to free the property from all liens and encumbrances of whatever nature and to protect and defend the title and interest in the property from all claims and demands of third parties, and to pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party, and to pay all costs and expenses which may be incurred by the Beneficiary in any suit in which it may become a party.

DEED OF TRUST
VOL 311 PAGE 215

12. PRIOR INDEBTEDNESS RENEWED AND EXTENDED. The indebtedness secured hereby is in renewal and extension, but not in extinguishment of that certain existing indebtedness described as follows:

Note dated September 2, 1965 and renewed September 1, 1966, payable to the order of Brazosport Savings and Loan Association, for the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00).

13. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this

31st day of August

A.D. 1967

A. B. Williamson
A. B. Williamson

Margaret Williamson
Margaret Williamson

JOINT OR SEVERAL SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. B. WILLIAMSON and MARGARET WILLIAMSON, his wife,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and it is said

MARGARET WILLIAMSON

WITNESS A. B. WILLIAMSON

having been examined by me privily and apart from her husband and having the same fully explained to her by me, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

31st

day of August

A.D. 1967.

Mary E. Jones
Notary Public, Brazoria County, Texas

SEVERAL ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

day of

A.D. 19

Notary Public,

Brazoria County, Texas

RECEIVED - DEEDS - 1967

FILED FOR RECORD
AT 2:20 O'CLOCK P.M.

AUG 31 1967

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY [Signature] DEPUTY

AUG 31 67 11 66 30 0 2 12777 A 108-

650

THE STATE OF IOWA)
COUNTY OF IOWA)

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED OF TRUST, read, and entered into by and between **A. B. WILLIAMSON and wife, MARGARET WILLIAMSON,**

of Brazoria County, Texas, hereinafter called ISANTORS (whether one or more) and J. E. Horn of Brazoria County, Texas, hereinafter called THURTER, and Brazoport Savings and Loan Association, a corporation, with its principal place of business in Freeport, Brazoria County, Texas, hereinafter called MCFE-WILSON, 1944-1945.

1 SECURITY AND WTR. transfer, for the purpose of securing the Noteholder in the payment of a certain preliminary note of even date herewith

Fifteen Thousand Three Hundred Dollars of \$15,300.00 is executed by grantor herein and payable to the order of Beneficiary in accordance with the terms and interest rate as stipulated in said deed and the further consideration of \$1.00 to Grantor paid by Trustee, receipt of which is hereby acknowledged, and the further consideration, value, purpose and trusts herein set forth, have SOLE, granted and conveyed, and do hereby vest in and SELL, GRANT AND CONVEY unto Trustee, and his successors, assigns and their assigns, the following described real property, to-wit:

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and more particularly described as follows:

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;

THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land

previously sold by Grantors to Vernon C. Wilson, said point being the South-west corner of this tract:

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning.

[illegible]

At the expiration of the term hereof, all rents from said property are hereby assigned to the lessor, and the lessor shall be responsible for such rental as it deems proper, and all costs and expenses of the premises shall be applied as a credit on the indebtedness hereby secured.

[illegible]

On 11/11/44, the Board of Directors agreed as a part of the consideration for the purchase of the property, to advance \$1,000.00 in the order of maturity, and to pay the same to the estate of the deceased, and then in that part, it was found to be the intent of the Board.

... shall be the security herein and hereby provided shall not
... shall be the security herein and hereby provided shall not

that the said grantor hereby covenants, conditions, warrants and agrees that he shall, without notice to the Grantee, deal with said deed of Trust as if the same were a nullity by way of foreclosure in the part of said holder of said deed of Trust as to the said property and by executing or effecting the conveyance under this deed he shall release, release and discharge the said property and he specifically agrees that he should grant notice to the said holder of said deed of Trust and he hereby agrees that he will not declare the entire amount of the indebtedness of the said holder of said deed of Trust to be due and payable until he has received the written consent of the said holder of said deed of Trust and he agrees that he shall not declare the entire amount of the indebtedness of the said holder of said deed of Trust to be due and payable until he has received the written consent of the said holder of said deed of Trust. Such a period of time as shall be agreed upon by the said parties to this agreement; by grantor as it is for record by deed and by the said holder of said deed of Trust and the giving of such notice shall constitute as evidence of the giving of such notice and shall be binding and irrevocable, when required so to do by the holder of said deed of Trust.

all appurtenances thereto belonging, including but not
limited to, stie or ventilating fans and equipment now
situated, hereafter and hereinafter (hereinafter, hereinafter
said Trustee, hereinafter named, and in the Sub-
-claiming or to claim the same or any part thereof

The Trustee herein who may at the request of the State collect or rental loss oil proper and reasonable

to extent that the same are utilized to take up any balance of Mortgagee's Grants or request and upon
 existing land. Mortgagee shall be subrogated to any
 existing liens, charges and indebtedness, however re-
 sulting or any released by the holder of the said upon

loan that all payments made on the note and addendums, relating to that note, if any, losses in excess of the net yield, viz. Proceeds from the various sales shall

cert. nor be affected by, any other or further security

ated persons and parties not appearing in this instrument, as well as successors in interest with reference to this instrument or extension of the time of payment of the debt hereof and original liability of the Grantors on the property herein described in whole or in part the accused hereby to be due and payable. In order to protect and whom such property not conveyed by grantor and upon may be encumbered at any time during the life of the failure to pay the indebtedness as declared to be default under this deed of trust and the trustee shall have the right to sell the property herein

DEED OF TRUST
VOL 330 PAGE 380

WITNESSETH, That the Grantors do hereby covenant and agree with the Trustee and the Beneficiary as follows:

1. To make prompt payment of the aforementioned indebtedness, both principal and interest, as the same shall become due and payable.

2. That the Trustee has created a Policy of Mortgagee's Title Insurance upon the above real estate. Grantors agree to furnish to the Trustee a complete abstract of title which shall be a correct and complete abstract of the title to the property as it exists at the date of the recording of this deed.

3. TO KEEP THE LAND AND IMPROVEMENTS FREE FROM ALL ENCUMBRANCES AND LIENS OF CLAIMS FOR LIENS OF WHARFAGE, DOCKAGE AND INDEMNITY AND TO DEED THE TITLE AND POSSESSION OF THE SAID PREMISES TO THE END THAT THIS DEED OF TRUST SHALL BE AND REMAIN A FIRST LIEN ON THE SAID PREMISES UNTIL THE INDEBTEDNESS HEREBY SECURED SHALL BE FULLY PAID. To pay all attorney's fees and expenses which may be incurred by the Beneficiary in any suit in which it may become a party under this deed of trust or in any real estate shown described in in any manner involved, and any and all expenses incurred in enforcing a lien against the estate of a decedent or a bankrupt.

4. TAXES. As soon as the same shall become due and payable, all taxes and special assessments, now chargeable to or assessed against or hereafter chargeable to or assessed against the above described property, Grantors shall pay, as the same shall become due and payable, all taxes that shall be chargeable to or assessed against this mortgage and the notes or notes hereby secured, which tax payments on this mortgage and the notes or notes hereby secured, together with the interest payments, are not to exceed 10% per annum on the principal amount of the indebtedness hereby secured.

5. LAND AND IMPROVEMENTS. That the Trustee will commit or permit no one to use the said premises and that they will keep the buildings, fences and all other improvements now on the premises in good repair and to keep the same in good repair and that they will neither do nor permit to be done anything on the said premises that may impair the value thereof.

6. CONDEMNATION. That the Beneficiary shall be entitled to receive any sums which have been or may be awarded Grantors for the condemnation of the premises or any part thereof for public use and any sums which may be awarded Grantors for damages caused by public works or construction on or near the premises. (Unless otherwise agreed, any sum received by the Beneficiary under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the discrete order of its maturity.)

7. INSURANCE. At all times to keep the improvements on said property insured against fire, tornado and hail, in favor of the Beneficiary (who shall be the beneficiary of the insurance), in the full insurable value of such improvements in insurance companies and on insurance policy forms acceptable to the Beneficiary. All policies of insurance and receipts therefor shall, with the premiums fully paid, be delivered to the Beneficiary as issued at least thirty days before the expiration of the old policies and shall be held by the Beneficiary until all same hereby secured are fully paid. In case of sale pursuant to a foreclosure of this deed of trust or other transfer of title to the above described property, an assignment of the indebtedness secured hereby, complete title to all policies held by the Beneficiary and to all unearned premiums thereon shall pass to and vest in the purchaser or grantee. The Beneficiary may collect the proceeds of any and all insurance that may become payable, and, at its or his option, may use the same to rebuild or restore the said improvements or may apply the same to the discharge of the principal indebtedness secured hereby, and, if then matured or to mature in the future, and to deduct therefrom any expenses incurred in connection with the collection or handling of the said fund. And it is further expressly agreed that the Beneficiary shall not be responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

8. DISBURSEMENTS BY BENEFICIARY. That the Beneficiary may, at its or his option, without demand or notice and without waiver of any right whatsoever, pay or discharge any lien or claim upon the said premises or pay any delinquent tax or assessment and upon such payment the Beneficiary shall be subrogated to the rights of the holder of such lien or claim or to the rights of the taxing authority; that the Beneficiary may advance in and to insurance premiums and may effect insurance not provided by the Grantors as provided elsewhere herein, that whenever the Grantors have failed to properly maintain the improvements, the Beneficiary may make repairs necessary for the proper preservation of the security; and the Grantors hereby expressly agree to pay to the Beneficiary, upon demand, any and all disbursements made under the provisions of this deed of trust together with interest thereon at the rate which the principal of said note shall bear after maturity as above provided from the respective dates of such disbursements and all such disbursements shall become a part of the indebtedness secured hereby, payable at the same place specified in the note hereby secured.

9. PARTIAL RELEASES AND EXTENSIONS. That the Beneficiary, without notice, may release any part of the security described herein or any person liable for any indebtedness secured hereby without in any way affecting the lien hereon upon any part of the security not expressly released and may agree with any party dispossessed on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereon, but shall extend the time for payment of the note to the date when the principal of said note shall bear after maturity as above provided from the respective dates of such disbursements and all such disbursements shall become a part of the indebtedness secured hereby, payable at the same place specified in the note hereby secured.

10. WAIVER OF THE OPTION NOT WAIVER OF ANOTHER. That the exercise of any option given under the terms of this deed of trust shall not be considered as a waiver of the right to exercise any other option given herein, and that the filing of a suit to foreclose this deed of trust shall not be considered as a waiver of the right to foreclose under power of sale after a default of the suit.

11. ADVANCE PAYMENTS FOR TAXES AND INSURANCE. The Grantors agree, at the request of the Beneficiary, to make advance payments to cover taxes and assessments levied and to be levied against said property, and insurance premiums on policies pledged to secure said indebtedness, which payments shall be due on the interest paying date, and shall be in amounts sufficient to cover taxes, assessments, and premiums which accrue during the period for which interest is then payable. If the total amount of such payments on demand at any time exceeds the amount then actually required to be paid to cover taxes, assessments and premiums, such excess shall, at the option of the Beneficiary, be refunded to grantor or be credited on said note or subsequent payments of similar nature to be made by Grantors. If, however, the payments made by Grantors shall be insufficient to pay taxes before the same become delinquent or assessment or insurance premiums before same shall be due, the Grantors agree to pay the deficiency upon demand, in default of which the entire indebtedness may be declared due.

12. FORECLOSURE. Now therefore, it is said note and interest thereon be paid when due and all of the agreements made herein be faithfully kept and performed, then these presents shall be null and void and no release at the cost of the Grantors, but if default be made in the payment of said note or in the payment of principal or interest thereon or in the performance of any of the covenants, agreements, terms or conditions herein contained, or if at any time the law of this State shall be enacted imposing or authorizing the imposition of any lien upon this mortgage or upon the debt secured hereby, the Beneficiary shall have the right to foreclose the same, at the option of the holder of the note hereby secured and without notice, he declared due and payable on demand and the Beneficiary shall have the right to foreclose the same, at the option of the holder of the note hereby secured, with or without first taking possession of the property, to the highest bidder, for cash in hand at the Court House door of the County in which the land, or a part thereof, is situated, State of Texas, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M., on the first Tuesday in any month after default as aforesaid, after giving notice of the time, place and terms of sale and the property to be sold by posting written or printed notice thereof for three consecutive weeks prior to the date of sale, in three public places in said County, one of which shall be at the Court House door of said County where said real estate is situated, and which notices may be posted by the Trustee or by any other person; and it is hereby agreed that said Trustee may sell all the property, together with all the rights and interests therein, to the highest bidder, and after said sale, as aforesaid, shall make, execute and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in law to the property so sold in fee simple, and binding said Grantors in absolute warranty, and shall receive the proceeds of said sale, and out of the same shall pay: First, all the expenses of advertising, sale and conveyance, including a commission of 5% to himself, and next, all taxes or taxes due for taxes, insurance or other charges that may have been advanced under the terms of said note and this instrument, together with the interest thereon, and next, the principal note and all other sums of money due hereunder with interest accrued, as hereinabove provided; and, last, shall render the surplus, if any, unto said Grantors, on reasonable request.

13. ACTS OF TRUSTEE PRESUMED TO BE VALID. And it is further stipulated and agreed that, in case of any sale hereunder, all proceedings to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the amount of money secured, or as to the request to the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

14. APPOINTMENT OF SUBSTITUTE TRUSTEE. And it is further stipulated and agreed that at the option of the Beneficiary for any other reason, a substitute trustee may be named, constituted and appointed by the said Beneficiary within thirty days after the date of the first taking possession of the property, and such trustee shall have all the rights, powers and duties herein conferred on said Trustee herein and his conveyance to the purchaser shall be equally valid and effective, and such right to appoint a successor or substitute trustee shall exist at all times and whenever the Beneficiary desires to appoint a new trustee. If the Beneficiary is a corporation, the corporation may act through the president or any vice president thereof.

15. WAIVER OF RIGHT OF REDEMPTION AFTER FORECLOSURE. The Grantors specifically agree that, after any sale under this Deed of Trust, they or their heirs or assigns shall be held forever at the instance of the purchaser of said property, or any part thereof, or such Trustee's Sale, and that such purchaser shall be entitled to the immediate possession thereof, and upon failure to surrender possession, the purchaser, or landlord, shall have the right to an action for possession of the premises in the District and County in which the property is located and file an action for forcible entry and detainer, which action shall lie against the Grantors or any of their heirs, tenants and assigns, as tenants of such purchaser. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise.

16. INTENTION TO COMPLY WITH THE LAWS OF THE STATE OF TEXAS. In the event any item, items, term or provision contained in this instrument are in conflict with the laws of the State of Texas, this instrument shall be affected only as to its application to such item, items, term or provision, and shall in all other respects remain in full force and effect. It is understood and agreed that in no event and upon no contingency shall the holder or owner of any note secured hereby, or any party liable thereon or therefor, be required to pay interest in excess of the rate allowed by the laws of the State of Texas. The intention of the parties being to conform strictly to the laws of the State of Texas in force, and any of said contracts for interest shall be held to be subject to reduction to the amount allowed under said laws as now or hereafter amended by the courts having jurisdiction.

DEED OF TRUST

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12. PRIOR INTERESTS REMOVED AND EXTENDED. The indebtedness related hereby is in renewal and extension, but not in extinguishment of that certain existing indebtedness described as follows:

Note dated September 2, 1965 and renewed September 1, 1966, and renewed August 31, 1967, payable to the order of Brazosport Savings and Loan Association, for the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00).

13. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 28th day of August A.D. 1968

A. B. Williamson
A. B. Williamson

Margaret Williamson
Margaret Williamson

JOINT OR VICE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared

knowing me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said

having been examined by me privately and apart from her husband and having the same fully explained to her by me, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of August A.D. 1968

Notary Public, Brazoria County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared A. B. WILLIAMSON and wife, MARGARET WILLIAMSON,

knowing me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of August A.D. 1968

Billie Joyce Snider
Notary Public, Brazoria County, Texas

BILLIE JOYCE SNIDER

REPTAL - PLS - 10/68 - 171 of 1

FILED FOR RECORD
AT 8:16 O'CLOCK A.M.

SEP 6 1968

H. R. STEPHENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY [Signature] DEPUTY

050

13516
THE STATE OF TEXAS

DEED OF TRUST
VOL 330 # 382
I 350 382

COUNTY OF BRAZORIA I

WHEREAS, on the 2nd day of September, 1965, A. B. WILLIAMSON and wife, MARGARET WILLIAMSON, made, executed and delivered to Brazosport Savings and Loan Association their promissory note of that date in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), said note being due and payable on or before one (1) year after date, and to secure the payment of said note the said A. B. Williamson and wife, Margaret Williamson, made, executed and delivered to David P. Danheim, Trustee, a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas and more particularly described as follows:
BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;
THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;
THENCE South 45° 36' East a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;
THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract;
THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.95 feet to the place of beginning,

which said Deed of Trust is recorded in the Deed of Trust Records of Brazoria County, Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 1, 1966, said above referred to indebtedness was renewed and extended; and

WHEREAS, by written instrument dated August 31, 1967, said above referred to indebtedness was renewed and extended; and

WHEREAS, the said Brazosport Savings and Loan Association is the legal owner and holder of said note and said liens securing the same, and there is now owing on said note to the said Brazosport Savings and Loan Association the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and the said A. B. Williamson and wife, Margaret Williamson, desire to renew and extend said note and said liens securing the same on the above described property until all of said note and interest thereon shall have been fully paid, and it is agreeable with said Brazosport Savings and Loan Association to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, A. B. Williamson and wife, Margaret Williamson, hereby acknowledge that we are indebted to Brazosport Savings and Loan Association, in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), being the balance owing on said notes dated September 2, 1965, September 1, 1966 and August 31, 1967, D-140 and which said notes are secured by the Deed of Trust Lien as above recited, and we do hereby agree to pay said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00) to Brazosport Savings and Loan Association, on or before one (1) year from date, interest payable at maturity, and for the purposes of

D-136 D-136

DEED OF TRUST
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evidencing said agreement, we do hereby MAKE, EXECUTE and DELIVER to Brazosport Savings and Loan Association, our promissory note of this date for the said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and IT IS FURTHER UNDERSTOOD AND AGREED by the parties that the payment of said note shall be secured by the Deed of Trust Liens hereinabove recited, and that said liens and all rights, powers and equity incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS THIS EXTENSION AGREEMENT this 28th day of August, 1968.

A. B. Williamson
A. B. Williamson

Margaret Williamson
Margaret Williamson

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, A Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and wife, MARGARET WILLIAMSON, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of August, 1968.

Billie Joyce Snider
Notary Public in and for Brazoria County,
Texas
BILLIE JOYCE SNIDER

FILED FOR RECORD
AT 8:16 O'CLOCK PM

SEP 6 1968

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY [Signature] DEPUTY

15722

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THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF TRUST, made and entered into by and between
A. B. Williamson and wife, Margaret Williamson
of Brazoria County, Texas, hereinafter called GRANTOR (whether
one or more) and L. R. Giese
of Brazoria County, Texas, hereinafter called TRUSTEE, and
The First National Bank of Angleton
of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

The surface only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Gavit Survey, Abstract 51, Brazoria County, Texas, and more particularly described as follows:

BEGINNING at a point 220 feet North 44 deg. 24 min. East of the Northwest corner of said Tract No. 24, same being in the Southeast right of way line of a 60 foot road, for place of beginning;

THENCE North 44 deg. 24 min. East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45 deg. 36 min. East a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract;

THENCE North 45 deg. 36 min. West and parallel to the Southwest or West line of Tract No. 25, a distance of approximately 783.85 feet to the place of beginning.

together with all improvements thereon and all electrical wiring, switches and equipment, pipes and plumbing fixtures, furnaces and other heating equipment, air-conditioning units, ducts and equipment, windows, screens, shades, awnings and all other fixtures and equipment now in, on, or connected with or that may be hereafter added or substituted in place of, or connected with the above described real property, all of which fixtures and equipment shall, for all purposes, be deemed attached to and a part of said real property and all rents, revenues, and royalties, incidental thereto or arising therefrom,

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

DEED OF TRUST
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3. In Trust, however, to secure the full payment of the following indebtedness: One certain promissory note of even date herewith being for the principal sum of \$11,500.00, executed by A. B. Williamson and wife, Margaret Williamson, payable to the order of The First National Bank of Angleton, at Angleton, Brazoria County, Texas, bearing interest from date at the rate of 10% per annum, said note, together with all interest due thereon, is due and payable on or before one (1) year from date.

4. Should GRANTOR make prompt payment of the above described note as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.

5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:

(a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

6. GRANTOR warrants that the above described property is free from all liens, claims and encumbrances except as may be shown on the plat of survey filed in the public records of Brazoria County, Texas, and that the same is not subject to any other lien, claim or encumbrance of any kind.

7. GRANTOR warrants that the above described property is not subject to any lien, claim or encumbrance of any kind, and that the same is not subject to any other lien, claim or encumbrance of any kind.

(d) TAXES: Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

8. GRANTOR warrants that the above described property is not subject to any lien, claim or encumbrance of any kind, and that the same is not subject to any other lien, claim or encumbrance of any kind.

(f) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

9. GRANTOR warrants that the above described property is not subject to any lien, claim or encumbrance of any kind, and that the same is not subject to any other lien, claim or encumbrance of any kind.

DEED OF TRUST
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(h) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of HOLDER, be applied on the above described indebtedness.

(i) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness until same is paid.

(j) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.

(k) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.

6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

(a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.

(b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.

(c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate of 10% per annum, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.

7. Should HOLDER elect to exercise the option on enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public vendue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale

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Angleton,
agent
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and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers, and duties of the above named TRUSTEE.

10. In the event the money secured by this DEED OF TRUST, or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.

11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the Laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

12. As additional security for the payment of the above described note, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all

DEED OF TRUST

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such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

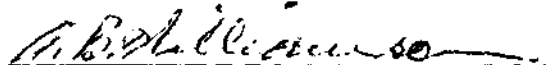
13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

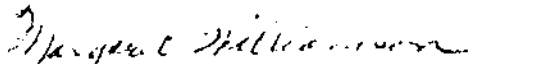
14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.

15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.

16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

WITNESS OUR HANDS, this the 18th day of August, 1972.


A. B. Williamson


Margaret Williamson

DEED OF TRUST

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THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared
known to me to be the person whose name subscribed to the
foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of
19 .

Notary Public,

County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared A. B. Williamson and his wife
Margaret Williamson, known to me to be the
persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of

August, 1972



Notary Public,

Brazoria

County, Texas.

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority in and for said county and
state, on this day personally appeared
known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same as
the act and deed of for the
purposes and consideration therein expressed, and in the capacity
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of
19 .

Notary Public,

County, Texas.

FILED FOR RECORD
AT 4:10 O'CLOCK P. M.

AUG 23 1972

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY DEPUTY

16036

DEED OF TRUST

VOL 405 PAGE 352

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

WHEREAS, on the 2nd day of September, A.D. 1965, A. B. Williamson and wife Margaret Williamson, of the County of Brazoria, State of Texas, did execute, acknowledge and deliver to David P. Danheim, Trustee of the County of Brazoria, State of Texas, a certain Deed of Trust, recorded in Volume 277 page 928 of the Deed of Trust Records of Brazoria County, Texas, on the following described real estate, situated, lying and being in the County of Brazoria in said State of Texas, to-wit: The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Invest Co. S/D No. 8, F. J. Calvit Survey, Abst. 51, Brazoria County, Texas and being more particularly described in said above mentioned Deed of Trust Records of Vol. 277 at Page 928 of Brazoria County, Texas

To secure the prompt payment of ONE certain promissory note of even date therewith in the amount of Fifteen Thousand Three Hundred and No/100 Dollars (\$15,300.00), due and payable as stipulated in said note,

AND WHEREAS, Said note has been fully paid to Brazosport Savings and Loan Association, the legal and equitable holder and owner of such note,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Brazosport Savings and Loan Association, a corporation, acting herein by and through its Carroll Kelly, Jr. President, hereunto duly authorized, in consideration of the premises and of the full and final payment of said note, the receipt of which is hereby acknowledged, has this day and does by these presents release, discharge and quitclaim unto the said A. B. Williamson and wife Margaret Williamson, their heirs or assigns, all the right, title, interest and estate in and to the above described property, which it has or may be entitled to by virtue of said Deed of Trust Lien and does hereby declare the same fully released and discharged from any and all liens thereby created.

EXECUTED this 24th day of August, A.D. 19 72

ATTEST

BRAZOSPORT SAVINGS AND LOAN ASSOCIATION

Carroll Kelly, Jr.
Assistant Secretary

By: Carroll Kelly, Jr.
President

Corporate Acknowledge

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Before me, the undersigned, a Notary Public in and for Brazoria County, Texas on this day personally appeared Carroll Kelly President of Brazosport Savings and Loan Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as act and deed of said corporation.

Given under my hand and seal of office this the 24th day of August, A.D. 19 72

FILED FOR RECORD
AT 4:05 O'CLOCK P. M.

Mary Grace Jackson
Notary Public in and for Brazoria County, Texas

MARY GRACE JACKSON
Notary Public in and for
Brazoria County, Texas

BZPT - T15 - Release of Lien AUG 28 1972

M. B. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY [Signature] DEPUTY

THE STATE OF TEXAS, }
COUNTY OF BRAZORIA

DEED OF TRUST
VOL 413 PAGE 812

WHEREAS, on the 18 day of August A. D. 1972
A. B. Williamson and wife, Margaret Williamson of the
County of Brazoria, State of Texas, did execute, acknowledge and deliver
to L. R. Giese, Trustee of the
County of Brazoria, State of Texas a certain deed of trust recorded in
Volume 405, page 102 of the Deed of Trust Records of Brazoria County, Texas
on the following described real estate, situated, lying and being in the County of Brazoria

in said State of Texas, to-wit:

The surface only of a tract of land 229 feet wide out of Tracts No.
24 and 25, Brazos Coast Investment Company Subdivision No. 9,
P. J. Calvit Survey, Abstract 51, Brazoria County, Texas, more
particularly described in above mentioned deed of trust.

to secure the prompt payment of one certain promissory note executed
by the said A. B. Williamson and wife, Margaret Williamson and payable to the
order of The First National Bank of Angleton, Angleton, Texas as follows:
Being for the principal sum of \$11,500.00, bearing interest from date at the rate of 10%
per annum, payable on or before one (1) year from date.

~~Sealed copy retained by~~ ~~notarized~~ ~~present copy returned~~
AND WHEREAS, Said note with accrued interest thereon, has been fully paid
to The First National Bank of Angleton

the legal and equitable holder and owner of such note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That The First National Bank
of Angleton, acting herein by and through its duly authorized officers
of Brazoria County, State of Texas, in consideration
of the premises and of the full and final payment of said note, the receipt of which is hereby
acknowledged, have this day and do by these presents release, discharge and quitclaim unto the
said A. B. Williamson and wife, Margaret Williamson, their

heirs or assigns, all the right, title, interest and estate in and to the above described property,
which it may have or may be entitled to by virtue of said deed of trust

and do hereby declare the same fully released and
discharged from any and all liens created by virtue of said deed of trust above mentioned.

WITNESSES: ~~Witnesses~~ ~~Witnesses~~ this 22 day of September, A. D. 1972.

WITNESSES:

ATTEST:

THE FIRST NATIONAL BANK OF ANGLETON

BY

President

Cashier

2799

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

DEED OF TRUST

VOL 468 PAGE 634

WHEREAS, on the 29th day of October, A.D. 19 64, J. O. Angle of Harris, State of Texas, did execute, acknowledge and deliver to Edward R. Goff, Trustee of the County of Brazoria, State of Texas, a certain Deed of Trust, recorded in Volume 263 page 797-798 of the Deed of Trust Records of Brazoria County, Texas, on the following described real estate, situated, lying and being in the County of Brazoria in said State of Texas, to-wit:

To secure the prompt payment of one certain promissory note of even date therewith in the amount of Ten Thousand and No/100 Dollars (\$ 10,000.00---), due and payable as stipulated in said note, and whereas, said note was assigned to Brazosport Savings and Loan Association by instrument dated 16 November 1964 as set forth in Deed of Trust Records, Vol. 895, Page 580-581.

AND WHEREAS, Said note has been fully paid to Brazosport Savings and Loan Association, the legal and equitable holder and owner of such note,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Brazosport Savings and Loan Association, a corporation, acting herein by and through its President, David F. Danheim, hereunto duly authorized, in consideration of the premises and of the full and final payment of said note, the receipt of which is hereby acknowledged, has this day and does by these presents release, discharge and quitclaim unto the said J. O. Angle, his heirs or assigns, all the right, title, interest and estate in and to the above described property, which it has or may be entitled to by virtue of said Deed of Trust and does hereby declare the same fully released and discharged from any and all liens thereby created.

EXECUTED this 2nd day of November, A.D. 19 67.

ATTEST:

BRAZOSPORT SAVINGS AND LOAN ASSOCIATION

Barbara H. Harkins
Assistant Secretary

By: David F. Danheim
President

Corporate Acknowledge

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Before me, the undersigned, a Notary Public in and for Brazoria County, Texas on this day personally appeared David F. Danheim President of Brazosport Savings and Loan Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as act and deed of said corporation.

Given under my hand and seal of office this the 2nd day of November A.D. 19 67.

FILED FOR RECORD Marie Quinn
Notary Public in and for Brazoria County

AT 3:45 O'CLOCK P. M.

BZP1 - T15 - Release of Lien

FEB 14 1975

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
By I. T. ... DEPUTY

Marie Quinn
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS

D - 146

Et 1 Oct 21
New Boston, Texas
75570

2800

STATE OF TEXAS)
COUNTY OF BRAZORIA)

RECORDED
VOL. 1235 PAGE 859

KNOW ALL MEN BY THESE PRESENTS: That I,
J. O. Angle, of Harris County, Texas, called Grantor,
have Granted, Sold and Conveyed and by this instrument
do Grant, Sell and Convey to Gulfco, Inc., a Texas
corporation, called Grantee, the following described
tract or parcel of land in Brazoria County, Texas:

The surface only of a lot 110 feet wide
off of the West or Southwest side of Tract
Number 24 out of the Brazos Coast Investment
Company's Subdivision Number 8, F. J. Calvit,
Jr. Survey, Abstract Number 51, Brazoria
County, Texas, said 110 feet wide lot being
described more particularly by metes and
bounds as follows, to-wit:
BEGINNING at the Northwest corner of said Tract
Number 24, same being in the Southeast right-
of-way line of a 60 foot road;
THENCE North 44° 24' East a distance of 110
feet along said road right-of-way line to a
point in said line for the Northeast corner;
THENCE South 45° 36' East to a point on the
North bank of the Intracoastal Canal for the
Southeast corner;
THENCE in a Westerly direction following the
meanders of said canal to the Southwest corner
of said Tract 24 for corner;
THENCE North 45° 36' West along the Southwest
or West line of said Tract 24 a distance of
737.48 feet, more or less, to the place of
beginning.

This conveyance covers the surface only and
is subject to a prior reservation of all the oil, gas
and other minerals in Grantor's predecessors in title
and to an easement for spoil disposal in favor of the
United States of America as shown by the instrument of
record in Volume 298 at page 7 of the Dead Records of
Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises,
together with all and singular the rights and appurtenances
thereto in anywise belonging unto the Grantee, its successors
and assigns, forever.

I DO hereby bind myself, my heirs, executors, administrators and assigns, to warrant and forever defend the said premises unto the said Grantee, its successors and assigns, against every person whosoever lawfully claiming, or to claim the same or any part thereof.

THE CONSIDERATION for this conveyance is the following sums paid and payable as follows:

1. Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged; and

2. The agreement by Grantee to pay to Grantor the sum of \$19,000.00 as evidenced by one certain promissory note of even date herewith executed by Grantee to Grantor, all in accordance with the face, tenor, effect and reading of said note.

It is expressly agreed that a vendor's lien as well as superior title in and to the above described premises is retained against the above described property, premises and improvements until the above described note and all interest thereon is fully paid according to its face, tenor, effect and reading, when this deed shall become absolute.

WITNESS MY HAND this the 14th day of February
1975.

J. O. Angle

STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared J. O. Angle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this
the 14th day of February, 1975.

Notary Public in and for
County, Texas

LOIS WRIGHT
Notary Public In and for
Brazoria County, Texas

Filed for Record at 3:45 clock P.M. FEB 14 1925 H. R. Stevens, Jr.
Clerk County Court, Brazoria Co., Texas - By T. Parker Deputy

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NOTICE

Prepared by the State Bar of Texas for use by Lawyers only 5-74-15M
To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constituting the practice of law. No "standard form" can meet all requirements.

2801

DEED OF TRUST

DEED OF TRUST

VOL 468 PAGE 635

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That Gulfco, Inc., a Texas corporation, acting by and through its duly authorized officer,

of _____ County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Minor M. Smith Trustee, of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:
BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;
THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;
THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner;
THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;
THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning.

TO HAVE AND TO HOLD the above described property, together with the right's, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claims, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of ONE promissory note of even date herewith in the principal sum of Nineteen Thousand and no/100

Dollars (\$19,000.00) executed by Grantors, payable to

the order of J. O. Angle

in the City of Houston Harris County, Texas as follows, to-wit:

In two annual installments, all in accordance with the face, tenor, effect and reading of said note.

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness, as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding Grantors, their heirs and assigns, and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialman's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

Part payment of the purchase price of the above described land and premises.

EXECUTED this

14th

day of

February

A. D. 19 75.

GULFCO, INC.

By

President

THE STATE OF TEXAS
COUNTY OF

(Acknowledgment)

DEED OF TRUST

VOL 468 PAGE 638

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of A. D. 19

Notary Public in and for County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of A. D. 19

Notary Public in and for County, Texas.

2801

DEED OF TRUST

TO

TRUSTEE FOR

FILED FOR RECORD
AT 7:45 O'CLOCK P.M.

FEB 14 1975

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY: *T. J. Tanner* DEPUTY

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF Brazoria

Before me, the undersigned authority, on this day personally appeared B.L. Tanner
President of Gulfco, Inc.

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 14th day of February A. D. 1975.

Notary Public in and for Brazoria County, Texas.

LOIS WRIGHT

Notary Public in and for
Brazoria County, Texas

PLEASE RETURN TO:

*Mr. J. O. Angley
4014 1/2th St. N. W.
630 W. 1st St.
Houston, 77011*

*etc any
659
Jy*

15374

RELEASE OF LIEN

THE STATE OF TEXAS

I

COUNTY OF BRAZORIA

I

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, of the County of Harris,
and State of Texas, the legal and equitable owner and holder of
that one certain promissory note in the original principal sum
of NINETEEN THOUSAND AND NO/100 (\$19,000.00) DOLLARS, dated
February 14, 1975, executed by GULFCO, INC., a Texas corporation,
by and through its duly authorized officers, payable to the order
of J. O. ANGLE, more fully described in a Deed of Trust, duly re-
corded in Volume 468, Page 635 of the Deed of Trust Records of
Brazoria County, Texas; said note being secured by Deed of Trust
lien against the following described property, to-wit:

The surface only of a lot 110 feet wide off of the
West or Southwest side of Tract Number 24 out of the
Brazos Coast Investment Company's Subdivision Number
8, F. J. Calvit, Jr. Survey, Abstract Number 51,
Brazoria County, Texas, said 110 feet wide lot being
described more particularly by metes and bounds as
follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number
24, same being in the Southeast right-of-way line of
a 60 foot road;

THENCE North 44° 24' East a distance of 110 feet along
said right-of-way line to a point in said line for the
Northeast corner;

THENCE South 45° 36' East to a point on the North bank
of the Intracoastal Canal for the Southeast corner;

THENCE in a Westerly direction following the meanders
of said canal to the Southwest corner of said Tract
24 for corner;

THENCE North 45° 36' West along the Southwest or West
line of said Tract 24 a distance of 737.48 feet, more
or less, to the place of beginning;

said promissory note being additionally secured by vendor's lien
retained in Deed of even date therewith, duly recorded in Volume
1235, Page 859, Deed Records, Brazoria County, Texas; for and

DEED
VOL 1255 PAGE 478

in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by the undersigned securing said indebtedness.

EXECUTED, this the 31st day of July,
A. D. 1975.

J. O. ANGLE
J. O. ANGLE

THE STATE OF TEXAS I
COUNTY OF Brazoria I

BEFORE ME, the undersigned authority, on this day personally appeared J. O. ANGLE, known to me to be the person whose name is subscribed to the annexed and foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 31st day
of July, A. D. 1975.

W. D. RICHARDSON
Notary Public In and For BRAZORIA
County, Texas.

FILED FOR RECORD
AT 12:00 O'CLOCK P.M.

AUG 1 1975

H. R. STEVENS, JR.
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS
BY 176 DEPUTY

Aug-1-75 00725 REC 1975 A 600

NOTICE

15782

Prepared by the State Bar of Texas for use by Lawyers only 5-74-15M
 To adapt the proper form, fill in blank spaces, strike out form provisions or insert special terms constituting the practice of law. No "standard form" can meet all requirements.

DEED OF TRUST

DEED OF TRUST

VOL. 481 PAGE 910

THE STATE OF TEXAS
 COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That GULFCO, INC., by and through its duly authorized officers,

of Brazoria County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto D. M. HANSDORFF Trustee, of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit: BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner; THENCE South 45° 36' East to a point on the North bank of the Intra-coastal Canal for the Southeast corner; THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner; THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one promissory note of even date herewith in the principal sum of Nineteen Thousand and No/100 Dollars (\$ 19,000.00) executed by Grantors, payable to the order of BRAZOSPORT BANK OF TEXAS, at its office

in the City of Freeport Brazoria County, Texas as follows, to-wit: as therein provided,

DEED OF TRUST
VOL 481 PAGE 911

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees.

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property to sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialman's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

DEED OF TRUST

VOL 481 PAGE 912

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgage or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

EXECUTED this 31st day of July A. D. 19 75.

GULFCO, INC.

ATTEST:

B. W. Wallace
Secretary

By B. E. Jannett
President

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

DEED OF TRUST
VOL 481 PAGE 913

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

DEED OF TRUST

GULFCO, INC.

TO

D. M. HARSDOFF

TRUSTEE FOR

BRAZOSPORT BANK OF TEXAS

FILED FOR RECORD
AT 12:25 O'CLOCK P.M.

AUG 6 1975

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS

400
76
17

PREPARED IN THE LAW OFFICE OF:
HOLDER AND GERMANY, INCORPORATED
1411 Brazosport Boulevard
P. O. Box 2650
Freeport, Texas 77541
713-233-7266

PLEASE RETURN TO:
Brazosport Bank of Texas
1400 Brazosport Boulevard
Freeport, Texas 77541
ATTN: Norma Foster

752

008

— 01 V 2251 500 01510 010-01
(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF BRAZORIA }

Before me, the undersigned authority, on this day personally appeared R. I. Tanner
President of GULFCO, INC.

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 31st day of July, A. D. 1975.

Notary Public in and for BRAZORIA County, Texas.

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DLS/md

5-12-78

SLAP 36 (12-77)

DEED
1410 ME 131
EASEMENTFile No. _____
Job No. WA 14099
County Brazoria
Map 5624 D

23897

STATE OF TEXAS

COUNTY OF BRAZORIA }

KNOW ALL MEN BY THESE PRESENTS:

THAT Chromalloy American Corporation, a Delaware corporation

_____ of
_____ County, Texas, for and in consideration of One Dollar (\$1.00) to
in hand paid by Houston Lighting & Power Company, have, and by these presents do grant unto
Houston Lighting & Power Company, its successors and assigns, a right-of-way for distribution lines,
consisting of wires, poles and other necessary equipment across, under and over the following described
lands located in _____ Brazoria _____ County, Texas:

That certain certain tract or parcel of land out of Tract 24 of the Brazos Coast
Investment Company's Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51,
according to the map or plat thereof recorded in Volume 2, Page 141 of the Map Records
of Brazoria County, Texas and being the same property described in paragraph (e) in a
deed from Gulfco, Inc. to herein Grantor and recorded in Volume 1266, Page 290 of the
Deed Records of said County and State.

The easement herein granted is an unobstructed easement five (5) feet in width and 36
feet in length being the northeasterly one-half (1/2) of a 10-foot wide easement as
shown by a crosshatched area on Sketch No. 78-0573, prepared by Houston Lighting &
Power Company, hereto attached and made a part hereof, and an unobstructed aerial
easement five (5) feet wide from a plane twenty (20) feet above the ground upward,
located northeast of and adjoining said 5-foot wide easement,

together with the rights of ingress and egress to or from said right-of-way for the purpose of con-
structing, inspecting, repairing, maintaining, and removing said lines.

WITNESS My hand this 23rd day of May, 1978
ATTEST: CHROMALLOY AMERICAN CORPORATION, GULFSCO DIVISION

BY: B. J. Murrell
(Signature) SecretaryX B. J. Murrell
(Name printed or typed)BY: R. L. Scott
(Signature) Vice PresidentX R. L. Scott
(Name printed or typed)

DEED
1410 132

STATE OF TEXAS

BRAZORIA

County

BEFORE ME, the undersigned authority, a Notary Public in and for BRAZORIA County, Texas, on this day personally appeared R. L. Scott
Vice President of Chronalloy American Corporation, GULFCO DIVISION

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Y. therein stated and as the act and deed of said Corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of May, A. D. 19 78

Joye Elaine Tanner
Notary Public, BRAZORIA County, Texas

Commission Expires April 30, 1979

Notary Public

Notary's Name Printed or Typed

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared _____

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19 _____

Notary Public, _____ County, Texas

STATE OF TEXAS

County

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ and wife _____

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19 _____

Notary Public, _____ County, Texas

STATE OF TEXAS

County

BEFORE ME, the undersigned authority, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ and wife _____

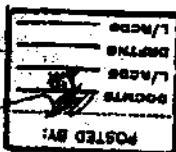
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19 _____

Notary Public, _____ County, Texas



RETURN TO:
P. O. Kuper
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1708
HOUSTON, TEXAS 77001

F. J. CALVIT LEAGUE A-51

MARLIN AVE.

14753' to E. of Gulfview

15' 10' EASEMENT

Anthony Zarakos et ux
Vol. 956 Pg. 345
5Ac

Chromalloy American Corporation
Vol. 1266 Pg. 290

BRAZOS COAST INVESTMENT
COMPANY'S SUBDIVISION NO. 8

Vol. 2

Pg. 141-142 B.C.M.R.

23

24

FILED FOR RECORD
AT 8:45 PM
JUL 31 1978

JUL 31 1978

H. R. STEVENS, JR.
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS
BY *[Signature]*

NOTE:
THE EXTERIORS OF ALL EASEMENTS ARE TO
INTERSECT WITH THE EXTERIORS OF ALL
ADJOINING EASEMENTS OR WITH ADJOIN-
ING PROPERTY LINES.

REVISIONS	NO. 1	NO. 2
JOB NO.		
REVISED BY		
DATE		
CHECKED BY		
DATE		

EASEMENT UNOBSTRUCTED
COUNTY, BRAZORIA
DATE: 4/27, 19 78 SCALE 1" = 20'

MAP NO. 66240 JOB NO. W.A. 14099 DRAWN BY R.G. CHECKED BY E.T.

HOUSTON LIGHTING & POWER CO.
HOUSTON, TEXAS
ENGINEERING DEPARTMENT

SKETCH NO. 78-0573

DEED
Vol. 1481 PAGE 585

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ASSIGNMENT AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, That:

For and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MOBIL OIL CORPORATION, ("MOBIL"), a New York corporation, with an office at Nine Greenway Plaza, Suite 2700, Houston, Texas 77046, hereby represented by its undersigned duly authorized Attorney-in-Fact, does hereby sell, assign, transfer, convey and deliver to MOBIL PRODUCING TEXAS & NEW MEXICO INC., ("MPTM"), a Delaware corporation, Nine Greenway Plaza, Suite 2700, Houston, Texas 77046, its successors and assigns, all of MOBIL's right, title and interest in and to and by virtue of the following:

1. Those certain oil and gas and oil, gas and mineral leases, easements, rights of way, deeds of the land or surface thereof, mineral and royalty deeds, surface leases and other leases, more particularly described in Exhibit "A", attached hereto and made a part hereof, together with all equipment, materials, fixtures, improvements, facilities, pipelines, personal or movable property and other appurtenances located on the lands covered by said instruments described in Exhibit "A" and paragraph No. 2. It is understood that the interests described in instruments listed in Exhibit "A", whether conveyed, excepted or reserved, shall be construed to be included herein.
2. Any and all units; unitization, communitization, unit and pooling agreements, operating agreements, farmout and farmin agreements; and other agreements (whether similar or dissimilar to those specified above) covering or affecting, in whole or in part, the instruments specified in Paragraph No. 1 hereinabove, or the lands covered thereby;

it being the intent of MOBIL hereby to transfer -- and MOBIL does hereby transfer -- to MPTM, its successors and assigns, all interest of MOBIL under or by virtue of the above-described documents (whether the same be leasehold and/or working interests, operating rights, mineral, royalty or overriding royalty

DEED

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interests, production payments, fee interests, interests in the surface or otherwise) and all rights appurtenant thereto, and whether such interests and rights are present or future, choate or inchoate, vested or unvested, accrued or unaccrued. This Assignment and Conveyance is made with full substitution and subrogation of MPTM in and to all covenants and warranties by others heretofore given or made in respect of the interests transferred herein or any part thereof.

EXECUTED in multiple counterparts, any one of which shall have the force and effect of an original, this 10th day of December, 1979, but effective as of January 1, 1980.

MOBIL OIL CORPORATION

By

H. T. CHANDLER

Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared H. T. CHANDLER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Attorney-in-Fact of MOBIL OIL CORPORATION, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of December, 1979.

Myrna R. Flynn
Notary Public

MYRNA R. FLYNN

Notary Public - Harris County

My Commission Expires Sept. 13, 1981



EXHIBIT "A"

Page 1

STATE OF TEXAS, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
T-20373-A	J. R. Smith	J. L. Poutra	4/25/34	250	188	Deed
T-20376-B	William (Billie) Chasault, et ux	J. A. Hafner, Jr., Trustee	12/15/33	245	328	"
T-20383-A	H. B. Vezey	R. J. St. Germain	3/11/38	302	593	"
T-20383-B	John H. Shary	Earl C. Hankamer	11/14/40			
T-20383-C	Mrs. M. L. Vezey	R. J. St. Germain	8/07/39	319	564	"
T-20384	Ashley F. Wilson, et al	Harrison Oil Company, et al	7/18/39	319	351	"
T-20385	D. D. Orr, et al	Harrison Oil Company, et al	12/26/39	328	288	"
T-20390	Mrs. Nellie Lewellen, et vir	R. Wagner	10/12/29	217	459	"
T-20391	Fred Elving	Stockwell, Owen & Schadler	3/19/31	228	429	"
T-20393-A	Louis Augspurger	J. L. Poutra	11/17/33	246	408	"
T-20394-A	Charline Brown Osburn, et vir	J. L. Poutra	11/18/33	246	402	"
T-20395-A	W. C. Graham, et ux	J. A. Hafner, Jr.	12/11/33	250	9	"
T-20395-B	W. C. Graham, et ux	S. P. Gilley	5/15/34	248	573	"
T-20396-A	Ira M. Troyer	J. L. Poutra	11/18/33	246	479	"
T-20397	West Texas Abstract & Guarantee Company	R. D. MacDonald	12/08/33	250	176	"
T-20398	David A. Kauffman	J. L. Poutra	11/17/33	246	423	"
T-20399-A	Bernard River Land Development Company	Harrison Oil Company, et al	11/22/33	246	426	"
T-20399-B	Joseph S. LeFils, Jr.	Harrison Oil Company, et al	9/13/34	255	487	"

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STATE OF TEXAS, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
T-20399-B	Joseph B. Davis, et al	Harrison Oil Company, et al	9/05/34	254	505	Deed
T-20399-B	Catherine L. Saunders, et al	Harrison Oil Company, et al	9/05/34	255	482	"
T-20399-C	Zoe Blunt MacDonald, et vir	Harrison Oil Company, et al	6/02/39	318	339	"
T-20401	B. D. MacDonald	Harrison Oil Company, et al	11/25/33	246	411	"
T-20402	Bernard River Land Development Company	Harrison Oil Company, et al	11/25/33	246	398	"
T-20403-A	Charlie Grove, Jr.	Harrison Oil Company, et al	6/19/41	353	44	"
T-20403-B	Federal Royalty Company	Harrison Oil Company, et al	8/20/41	346	467	"
T-20403-D	Timothy Grove, et al	Harrison Oil Company, et al	4/26/42	359	511	"
T-20404	Mrs. Christina Larsen, et vir	J. L. Poutra	11/18/33	246	418	"
T-20405-A	Eric Edling	J. L. Poutra	12/23/33	250	193	"
T-20405-B	Waldo Edling, et ux	J. A. Hafner, Jr.	12/11/33	250	21	"
T-20406	Eric Ensvol Edling, et al	E. E. McAuliffe	7/06/34	250	465	"
T-20407	Christina Edling Larsen, Guardian	Harrison Oil Company, et al	7/16/34	250	592	"
T-20408	T. Berthelsen	J. L. Poutra	12/20/33			
T-20409	Fletcher W. Dailey, et ux	Harrison Oil Company, et al	12/24/37	298	590	"
T-20410-A	F. A. Fisher	J. A. Hafner, Jr., Trustee	12/15/33	250	27	"
T-20410-B	F. A. Fisher, et ux	Harrison Oil Company, et al	12/20/37	298	562	"
T-20411	G. Z. Sadler, et ux	J. L. Poutra	5/25/34	252	99	"

DEED

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STATE OF TEXAS, COUNTY OF BRAZORIA

<u>MOC LEASE NUMBER</u>	<u>LESSOR/GRANTOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>RECORDED</u>		<u>TYPE OF RECORD</u>
				<u>BOOK</u>	<u>PAGE</u>	
T-20412	T. M. Smith, et ux	J. D. Cooper	5/16/34	250	199	Dead
T-20413-A	George Grimes, et ux	Harrison Oil Company, et al	1/05/38	296	373	"
T-20413-B	Alden W. Foster, et al	Harrison Oil Company, et al	7/25/38	309	283	"
T-20413-C	George Duncan, Jr., et ux	Harrison Oil Company, et al	11/30/38	311	613	"
T-20414-A	Mrs. Christina Larsen, et vir	J. L. Poutra	4/12/34	250	114	"
T-20414-B	Edward W. Patton, et al	J. L. Poutra	3/26/34	253	56	"
T-20415-A	Barry Chenault, et ux	Harrison Oil Company, et al	7/26/38	309	2	"
T-20415-B	Mrs. Jeannetta K. Bennett	Harrison Oil Company, et al	9/12/39	322	86	"
T-20415-C	W. C. Hammond, et ux	Harrison Oil Company, et al	7/19/38	306	586	"
T-20416-A	Mrs. M. F. (Cornelia) Chenault, Indv. & Community Administratrix	Harrison Oil Company, et al	7/21/38	307	128	"
T-20416-B	Mabel Ballard, et vir	Harrison Oil Company, et al	8/16/38	309	198	"
T-20416-C	D. M. Hankins, et al	Harrison Oil Company, et al	8/24/38	310	120	"
T-20416-D	Louis Augspurger, et ux	Harrison Oil Company, et al	9/28/38	309	491	"
T-20416-E	R. L. Cons, et ux	Harrison Oil Company, et al	12/02/39	323	530	"
T-20416-F	T. J. Duncan, et al	Harrison Oil Company, et al	5/22/39	319	167	"
T-20416-G	Chris Birky, et ux	Harrison Oil Company, et al	8/10/38	308	253	"

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STATE OF TEXAS, COUNTY OF BRAZORIA

<u>MOO LEASE NUMBER</u>	<u>LESSOR/GRANTOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>RECORDED</u>		<u>TYPE OF RECORD</u>
				<u>BOOK</u>	<u>PAGE</u>	
T-20416-H	Chris Birky, et ux	Magnolia Petroleum Company, et al	3/29/44	380	298	Deed
T-20417-A	Barry Chenault, et ux	J. A. Hafner, Jr., Trustee	12/26/33	250	7	"
T-20417-B	Barry Chenault, et ux	Harrison Oil Company, et al	8/05/37	293	39	"
T-20417-C	Mrs. Anna Louise Short	J. A. Hafner, Jr., Indv. & Trustee	12/28/33	250	249	"
T-20417-D	Anna Louise Short	Harrison Oil Company, et al	6/22/38	305	425	"
T-20417-E	Ivo Woosley, et ux	J. A. Hafner, Jr., Indv. & Trustee	12/26/33	250	12	"
T-20417-F	Ivo Woosley, et ux	Harrison Oil Company, et al	6/22/38	205	428	"
T-20417-G	O. S. Short, et ux	J. A. Hafner, Jr., Indv. & Trustee	12/06/33	250	15	"
T-20417-H	Mrs. Mollie Chenault Short	Harrison Oil Company, et al	8/05/37	292	448	"
T-20417-I	J. E. Smith, et ux	Harrison Oil Company, et al	9/23/38			
T-20417-J	W. C. Hammond, et ux	J. A. Hafner, Jr., Indv. & Trustee	12/26/33	250	4	"
T-20417-K	W. C. Hammond, et ux	Harrison Oil Company, et al	8/05/37	294	44	"
T-20417-L	Mrs. Huldah Gans	Harrison Oil Company, et al	8/09/37			
T-20417-M	O. J. Crosson, et ux	S. P. Gilley	5/15/34	248	565	"
T-20417-N	Will Hall Chenault, et ux	J. A. Hafner, Jr., Indv. & Trustee	12/26/33	250	18	"
T-20417-O	Will Hall Chenault, et ux	Harrison Oil Company, et al	8/05/37	294	42	"
T-20417-P	W. H. Chenault, et ux	S. P. Gilley	5/17/34	249	611	"
T-20417-Q	Will Hall Chenault, et ux	Harrison Oil Company, et al	8/05/37	291	33	"

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STATE OF STATE, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
T-20417-R	William H. Chensault, et ux	R. J. St. Germain	6/07/34	25	562	Oil & Gas
T-20417-S	J. M. Copeland, et ux	J. L. Poutra	11/28/34	256	85	Dead
T-20417-T	J. M. Copeland, et ux	Harrison Oil Company, et al	8/05/37	292	505	"
T-20418-A	C. N. Markle, Indv. & Trustee	J. L. Poutra	4/06/34	251	480	"
T-20419-A	Nellie L. Smith, et vir	J. L. Poutra	11/18/33	251	594	"
T-20420	Bernard River Land Development Company	Harrison Oil Company, et al	4/03/35	272	74	"
T-20421-A	Edward Aaron, et ux	Harrison Oil Company, et al	10/24/38	311	297	"
T-20421-B	J. L. Poutra	Harrison Oil Company, et al	6/02/39	318	342	"
T-20421-C	Mrs. Ethel H. Dunn, et vir	Harrison Oil Company, et al	12/02/38	313	333	"
T-20421-D	Coastal Oil & Transport Company	Harrison Oil Company, et al	3/07/39	323	253	"
T-20422-A	L. C. Arp, et al	Harrison Oil Company, et al	10/27/39	323	327	"
T-20422-B	Guy A. Thompson, Trustee	Harrison Oil Company, et al	7/05/40	335	131	"
T-20423-A	L. C. Arp, et al	Harrison Oil Company, et al	10/27/39	323	325	"
T-20423-B	Guy A. Thompson, Trustee	Harrison Oil Company, et al	7/05/40	335	125	"
T-20424-A	Frank W. Mueller, et ux	R. D. MacDonald	10/10/38	311	300	"
T-20424-B	Guy A. Thompson, Trustee	Harrison Oil Company, et al	9/05/41	357	37	"
T-20425	Frank W. Mueller, Indv. & Trustee	R. D. MacDonald	10/10/38	311	292	"
T-20426-A	George S. Waddy, et ux	Harrison Oil Company, et al	8/24/37	293	288	"

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STATE OF TEXAS, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
T-20426-B	T. L. Smith, Jr., et al	Harrison Oil Company, et al	7/18/41	350	159	Deed
T-20426-C	Scott Stroman, et al	T. M. Nowlin	5/23/34	248	602	"
T-20426-D	T. M. Nowlin	Harrison Oil Company, et al	6/22/34	250	319	"
T-20427	Shed Waddy, et ux	Harrison Oil Company, et al	12/20/38	314	125	"
T-20428	R. D. MacDonald	Harrison Oil Company, et al	6/02/39	318	337	"
T-20429-A	Mrs. Mollie Chesault Short, et al	Harrison Oil Company, et al	8/24/38	310	15	"
T-20429-B	Mrs. Winceanna Wilkins, et vir	Harrison Oil Company, et al	9/19/38	309	395	"
T-20429-C	First State Bank of Sweeny, Texas	Harrison Oil Company, et al	11/30/38	312	447	"
T-20429-D	D. M. Rimmer, et ux	Harrison Oil Company, et al	8/18/38	307	412	"
T-20429-E	C. C. Pope, et ux	J. L. Poutra	6/06/34	249	606	"
T-20429-F	C. C. Pope, et ux	Harrison Oil Company, et al	8/08/38	307	463	"
T-20429-G	John T. Chesault, et ux	Harrison Oil Company, et al	7/19/38	306	582	"
T-20429-H	R. S. Todd, et ux	Harrison Oil Company, et al	7/23/38	307	125	"
T-20430	L. F. Schweikart, et al	Harrison Oil Company, et al	11/22/39	324	215	"
T-20431-A	C. B. Cason, et ux	Harrison Oil Company, et al	8/06/38	308	259	"
T-20431-B	W. A. Woodrum, et ux	James W. Reynolds	12/14/35	274	265	"
T-20431-C	W. A. Woodrum, et ux	Harrison Oil Company, et al	11/29/39	326	166	"
T-20431-D	J. W. Presley, et al	Zeni Oil Company	1/04/36	275	173	"

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STATE OF TEXAS, COUNTY OF BRAZORIA

NOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
T-20431-E	J. W. Presley, et al	Harrison Oil Company, et al	11/25/39	326	329	Deed
T-20431-F	A. M. Orr, et ux	James W. Reynolds	12/12/35	275	320	"
T-20431-G	Mrs. Molly Brockman	R. D. MacDonald	12/14/35	274	192	"
T-20432-A	Althea Beal	G. J. Lee	1/03/34	245	199	"
T-20432-B	Althea Beal	Harrison Oil Company, et al	10/26/38			
T-20433	D. H. Chensault, et ux	Harrison Oil Company, et al	11/04/38	312	98	"
T-20434	E. F. Meador, et al	Harrison Oil Company, et al	8/01/39	320	317	"
T-20436-B	F. F. Meador, et ux	Magnolia Petroleum Company, et al	9/20/44	392	498	"
T-20437-B	James Kimbrow, Sr., et al	Magnolia Petroleum Company, et al	10/21/44	386	599	"
T-20438-B	J. F. Garrison	Magnolia Petroleum Company, et al	8/31/44	386	259	"
T-20440-B	D. R. Lindsey, et ux	Magnolia Petroleum Company, et al	9/18/44	392	501	"
T-20441-B	Paul H. Lindsey, et ux	Magnolia Petroleum Company, et al	9/19/44	392	505	"
T-20442-B	Winston Chenault, et ux	Magnolia Petroleum Company, et al	9/08/44	386	262	"
T-20443-B	D. T. Curtis, et ux	Magnolia Petroleum Company, et al	10/09/44	386	603	"
T-20444-B	Clyde Walters, et ux	Magnolia Petroleum Company, et al	10/09/44	386	607	"
T-20445-B	John Thomas Plunk, et ux	Magnolia Petroleum Company, et al	9/18/44	392	508	"
T-20446-B	S. E. Plunk, et ux	Magnolia Petroleum Company, et al	1/15/45	2	37	Oil & Gas
T-20447-B	E. F. Meador, et ux	Magnolia Petroleum Company, et al	3/08/45	3	164	"

EXHIBIT "A"

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STATE OF TEXAS, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
T-20448-B	Clyde Elvis Hooper, et ux	Magnolia Petroleum Company, et al	9/15/44	392	512	Deed
T-20449-B	Barry Chenault	Magnolia Petroleum Company, et al	10/30/44	391	131	"
T-20450-B	J. T. Orr, et ux	Magnolia Petroleum Company, et al	8/29/44	386	265	"
T-20451-B	H. M. Grover, et ux	Magnolia Petroleum Company, et al	3/16/45	3	391	Oil & Gas
T-20452-B	R. P. Martin, et ux	Magnolia Petroleum Company, et al	8/29/44	386	269	Deed
T-20453-B	E. S. Clark, et ux	Magnolia Petroleum Company, et al	8/29/44	386	272	"
T-20454-B	Church of Christ of Sweeny, Texas	Magnolia Petroleum Company, et al	9/20/44	391	135	"
T-20455-B	Mollie C. Short, et al	Magnolia Petroleum Company, et al	10/24/44	1	426	Oil & Gas
T-20456-B	Floyd F. Walters, et ux	Magnolia Petroleum Company, et al	9/08/44	386	276	Deed
T-20457-B	Peter Crain, et ux	Magnolia Petroleum Company, et al	8/30/44	386	279	"
T-20458-E	Harold T. Barfield, et ux	Magnolia Petroleum Company, et al	9/15/44	392	521	"
T-20458-F	John A. Elliott, et ux	Magnolia Petroleum Company, et al	10/17/44	386	625	"
T-20458-G	E. F. Meador, et ux	Magnolia Petroleum Company, et al	3/08/45	3	71	Oil & Gas
T-20458-H	Selkirk Harris, Jr., et al	Magnolia Petroleum Company, et al	3/07/45	3	168	"
T-20458-I	E. F. Meador, et ux	Magnolia Petroleum Company, et al	1/30/50	470	100	Deed
T-20459-B	The First Baptist Church of Sweeny	Magnolia Petroleum Company, et al	1/26/45	2	163	Oil & Gas
T-20460-B	Emma Lee Bryan, et vir	Magnolia Petroleum Company, et al	12/21/44	1	133	"
T-20461-B	Baulah Andrus Emmerick	Magnolia Petroleum Company, et al	12/21/44	1	137	"

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				<u>BOOK</u>	<u>PAGE</u>	
T-20462-B	Mary Bergen, et vir	Magnolia Petroleum Company, et al	4/23/45	3	394	Oil & Gas
T-20463-B	Ira Bell	Magnolia Petroleum Company, et al	4/23/45	3	398	"
T-20464-B	Lemie George, et ux	Magnolia Petroleum Company, et al	9/11/44	386	283	Deed
T-20465-B	Mary Louise Doyle	Magnolia Petroleum Company, et al	9/21/44	392	515	"
T-20466-B	Mrs. Grace S. Griffith	Magnolia Petroleum Company, et al	2/26/45	2	170	Oil & Gas
T-20467-B	Jose Duncan	Magnolia Petroleum Company, et al	9/25/44	392	518	Deed
T-20468-B	Mrs. Mollie A. Brockman	Magnolia Petroleum Company, et al	1/17/45	2	40	Oil & Gas
T-20469-B	Virginia Todd, et vir	Magnolia Petroleum Company, et al	3/07/45	3	159	"
T-20470-B	W. B. Davis, et ux	Magnolia Petroleum Company, et al	3/07/45	3	58	"
T-20471-B	J. Gray Arrington, et ux	Magnolia Petroleum Company, et al	10/21/44	386	610	Deed
T-20472-B	Leslie M. Arrington, et vir	Magnolia Petroleum Company, et al	10/21/44	386	614	"
T-20474	George C. Davis	Harrison Oil Company, et al	4/17/40	331	259	"
T-20475-B	D. L. Arrant, et ux	Magnolia Petroleum Company, et al	9/11/44	386	286	"
T-20477-B	Levi Hankins	Magnolia Petroleum Company, et al	10/06/44	392	566	"
T-20477-C	Lucy Baugh	Magnolia Petroleum Company, et al	1/08/45	3	172	Oil & Gas
T-20478-B	The Methodist Church of Sweeny, Texas	Magnolia Petroleum Company, et al	1/16/45	3	66	"
T-20478-C	The Methodist Church of Sweeny, Texas	Magnolia Petroleum Company, et al	1/16/45	3	61	"
T-20479-B	E. J. O'Quinn, et ux	Magnolia Petroleum Company, et al	12/28/44	1	431	"

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				BOOK	PAGE	
T-20481-B	Leslie M. Arrington, et vir	Magnolia Petroleum Company, et al	10/21/44	386	618	Deed
T-20485-B	George Baugh, et al	Magnolia Petroleum Company, et al	9/27/44	392	569	"
T-20487-B	Clyde E. McKinney, et ux	Magnolia Petroleum Company, et al	11/11/44	1	435	Oil & Gas
T-20489-B	Sweeny Home Demonstration Club	Magnolia Petroleum Company, et al	1/18/45	2	43	"
T-20490-B	The Methodist Episcopal Church of Sweeny	Magnolia Petroleum Company, et al	10/01/44	392	573	Deed
T-20491-B	Lucille Bell, et vir	Magnolia Petroleum Company, et al	10/30/44	391	138	"
T-20492-B	Ollie Parks, et vir	Magnolia Petroleum Company, et al	1/18/45	2	47	Oil & Gas
T-20493-B	Sweeny Independent School District	Magnolia Petroleum Company, et al	12/02/41	4	434	"
T-20494-B	Brazoria County State Bank of Angleton	Magnolia Petroleum Company, et al	10/25/44	386	621	Deed
T-20498-B	M. C. Pantham	Magnolia Petroleum Company, et al	1/20/49	444	372	"
T-20500-B	Mrs. M. N. Orr	Magnolia Petroleum Company, et al	9/30/44	392	577	"
T-20501-B	Mrs. M. N. Orr	Magnolia Petroleum Company, et al	9/30/44	392	580	"
T-20505	E. F. Maador, et ux	Harrison Oil Company, et al	10/06/39	323	95	"
T-20506-A	Augusta C. Wooding	G. J. Lee	3/06/34	246	468	"
T-20506-B	Augusta C. Wooding	R. D. MacDonald	12/02/38	314	11	"
T-20510-A	James Sloan, et al	J. L. Poutra	9/28/34	258	507	"
T-20510-B	Vivian Huskamp	Harrison Oil Company, et al	6/07/38	305	445	"
T-20512-B	Buna Overton, et al	J. S. Abercrombie, et al	7/08/43	373	100	"

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T-20515-A	B. J. Richardson, et ux	James E. Whitehead	4/10/37	288	468	Deed
T-20515-B	Sunshine D. Ryman, et al	Harrison Oil Company, et al	4/06/40	328	363	"
T-20516	Arie D. Sweeny, et al	Harrison Oil Company, et al	4/30/40	332&344	54&330	"
T-20517	F. W. Oudt, et ux	Harrison Oil Company, et al	5/08/40	332	238	"
T-20518	Arthur W. Wilson, et al	Harrison Oil Company, et al	5/20/40	331	326	"
T-20519-B	Arthur W. Wilson, et al	J. S. Abercrombie Company, et al	4/26/43	371	80	"
T-20520	Mrs. Lisette Hallman Crawford, et al	Tulane Gordon	5/11/40	332	504	"
T-20521	Clifford C. Paxton, et al	Harrison Oil Company, et al	10/30/42	364	379	"
T-20522-G	James W. Reynolds, et al	Magnolia Petroleum Company, et al	11/27/46	21	95	Oil & Gas
T-20524-C	Cora C. Warters, et al	Magnolia Petroleum Company, et al	2/23/48	25	327	"
T-20526	R. D. MacDonald	Harrison Oil Company, et al	6/02/39	318	333	Deed
T-20527-A	F. J. Reeves, et ux	Harrison Oil Company, et al	12/24/41	358	16	"
T-20527-B	P. J. Reeves, et ux	Harrison Oil Company, et al	7/22/42	361	457	"
T-20529-A	J. A. Wooley, et ux	Harrison Oil Company, et al	5/13/40	345	308	"
T-20530-B	H. D. Martin, et ux	Magnolia Petroleum Company, et al	9/15/44	392	525	"
T-20876-B	Mrs. Montie Sweeny Eversola, et vir	Harrison Oil Company, et al	7/01/42	368	163	"
T-20876-C	Lester Ray Sweeny	Harrison Oil Company, et al	10/04/42	368	153	"
T-20876-D	Reese P. Sweeny, et al	Harrison Oil Company, et al	7/01/42	368	147	"

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T-20876-E	Guy H. Matthews, et al	Harrison Oil Company, et al	7/01/42	368	141	Deed
T-20876-F	W. N. (Nash) Sweeny, et al	Harrison Oil Company, et al	7/01/42	368	135	"
T-20876-G	W. G. Stewart, et al	Harrison Oil Company, et al	6/30/42	368	128	"
T-20876-H	Mrs. Lydia L. Turner, et al, Indv. & as Agent & Attorney-in-Fact	Harrison Oil Company, et al	7/01/42	368	122	"
T-20876-I	Frank Sweeny, et al	Magnolia Petroleum Company, et al	6/14/47	19	345	Oil & Gas
T-22477-B	Bernard River Land Development Company	Magnolia Petroleum Company, et al	12/31/47	24	639	"
T-22767	J. L. Allhands, et ux	Magnolia Petroleum Company	5/05/44	393	590	Deed
T-22768	Anna B. Whiteside, et al	Eurl A. Brown	5/15/44	393	594	"
T-22772	Wm. Arthur Baldwin, et ux	Robert Given	11/27/39	325	171	"
T-22775	C. H. Maxwell	A. E. Chester	10/09/43	384	525	"
T-22778	Richard McMoy	C. B. Wallace	10/20/43	383	351	"
T-22781	Richard McMoy	C. B. Wallace	1/29/44	383	347	"
T-22784	V. F. Trout	F. Wilcox	5/09/44	383	363	"
T-22788	C. A. Dodson	A. E. Chester	5/27/44	384	489	"
T-22791	H. B. Vezey	E. A. Brown	5/06/44	383	273	"
T-22794-A	Anna A. Warner, et vir	E. L. Wilkerson	5/15/44	384	485	"
T-22794-B	Anna A. Warner, et vir	Magnolia Petroleum Company	3/25/48	25	637	Oil & Gas

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T-22799	Mills Bennett	J. F. Harris	5/29/44	385	159	Deed
T-22805	J. H. Jordan, et ux	J. F. Harris	5/19/44	384	517	"
T-22809-A	Morris Stern	Ben D. Cannan	5/24/44	385	167	"
T-22809-C	R. H. Landeryou, et ux	Ben D. Cannan	5/09/44	387	334	"
T-22811	Mrs. Mary Bacon	E. L. Wilkerson	5/01/44	385	95	"
T-22812	Archie Talbert, et al	E. L. Wilkerson	5/01/44	385	99	"
T-22818-A	E. D. Cooper, et al	Ben D. Cannan	5/31/44	388	143	"
T-22818-B	Henry F. Cooper	J. F. Harris	6/06/44	385	214	"
T-22818-C	Benjamin F. Cooper	Ben D. Cannan	5/31/44	388	147	"
T-22818-D	Sam Jones	J. H. Byerly, Jr.	2/26/49	447	407	"
T-22818-E	Isiah S. A. Cooper, et al	Magnolia Petroleum Company, et al	1/10/51	497	122	"
T-22831	R. C. McKinney, et ux	J. F. Harris	5/19/44	392	15	"
T-22832	Frederick J. Johnston, et ux	J. F. Harris	5/09/44	392	4	"
T-22832-B	Our Lady of Mercy Mission	J. F. Harris	11/09/44	1	319	Oil & Gas
T-22839	Bertha Blumenfeld, et vir	Ben D. Cannan	5/12/44	388	131	Deed
T-22849-A	J. S. Montgomery	C. B. Wallace	6/07/44	385	163	"
T-22849-B	Josephine Stroman, et al	Clayton N. Smith	6/04/45	6	24	Oil & Gas
T-22859-A	Lewis H. Follatt, et al	Ben D. Cannan	6/15/44	389	1	Deed

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T-22859-B	Edward F. Anderson	Ben D. Cannan	6/15/44	385	367	Deed
T-22872	J. V. Harrow	Ben D. Cannan	6/22/44	392	62	"
T-22874	Rudolf R. Uhrlaub, et al	Ben D. Cannan	5/09/44	392	79	"
T-22877	Verna L. Volkel, et al	Ben D. Cannan	6/16/44	392	91	"
T-22893-K	Inez Marshall, et al	Magnolia Petroleum Company	6/20/49	456	262	"
T-22893-Q	Matilda Harvey Johnson	Magnolia Petroleum Company, et al	3/22/54	588	234	"
T-22893-R	Dorsey Thomas, et al	Magnolia Petroleum Company, et al	3/22/54	589	431	"
T-22893-S	Melvin Eugene Thomas	Stanolind Oil and Gas Company, et al	12/30/54	614	58	"
T-22893-T	Adelaide Harvey	Stanolind Oil and Gas Company, et al	12/30/54	614	312	"
T-22893-U	McClennon Phillip Harvey, Jr., et al	Stanolind Oil and Gas Company, et al	12/30/54	619	237	"
T-22893-V	Matthew Harvey, Sr.	Pan American Petroleum Corporation	2/04/58	707	386	"
T-22893-W	M. C. Fantham, et al	Pan American Petroleum Corporation	2/04/58	707	384	"
T-22964-A	Clarence C. Shute, et ux	C. B. Wallace	5/18/44	387	610	"
T-22964-B	Agnes Gilman, et al	Ben D. Cannan	6/15/44	385	374	"
T-22964-C	J. F. Harris	Ben D. Cannan	5/09/44	392	72	"
T-22964-D	Helen Smith Rostrasser	Ben D. Cannan	5/09/44	388	209	"
T-22964-E	H. H. Sharps, Guardian	Magnolia Petroleum Company, et al	10/05/48	30	300	Oil & Gas
T-22970-A	M. P. Harvey, et ux	Ben D. Cannan	7/27/44	385	455	Deed

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T-22970-B	A. Wayman Harvey, Sr., et al	Ben D. Cannan	7/27/44	387	614	Deed
T-22970-C	Celestine H. Scott, et al	Ben D. Cannan	7/27/44	385	459	"
T-22970-D	Robert Harvey, et ux	Ben D. Cannan	7/27/44	392	425	"
T-22970-E	Matthew Harvey, Jr., et ux	Ben D. Cannan	7/27/44	392	429	"
T-22970-F	P. R. Rutherford, et al	Magnolia Petroleum Company, et al	9/22/44	393	557	"
T-22970-G	I. Mark Weathermar, et al	Magnolia Petroleum Company, et al	9/26/44	393	613	"
T-22970-H	W. Blair Scott	M. C. Pantham	9/15/44	393	617	"
T-22970-I	Virginia Harvey Hysaw, et vir	Ben D. Cannan	7/27/44	385	620	"
T-22970-J	Mrs. Carrie Thornton, et al	Magnolia Petroleum Company, et al	10/09/44	393	608	"
T-22970-K	Mecilda Farvey Johnson, et vir	E. A. Brown	7/27/44	1	331	Oil & Gas
T-22970-L	John C. Myers	Magnolia Petroleum Company	10/10/47	22	361	"
T-22970-M	M. C. Pantham	Magnolia Petroleum Company, et al	3/18/49	447	411	Deed
T-22970-N	Dorsey Thomas, et al	Magnolia Petroleum Company, et al	5/13/49	452	118	"
T-22970-O	Lucius A. Davis	Magnolia Petroleum Company, et al	5/13/49	453	417	"
T-22970-P	Matthew Harvey, Sr., et ux	Magnolia Petroleum Company, et al	6/20/49	454	382	"
T-22970-Q	Inez Marshall, et al	Magnolia Petroleum Company, et al	5/13/49	456	264	"
T-22970-R	Melvin Eugene Thomas	Magnolia Petroleum Company, et al	12/27/49	468	613	"
T-23077	Oscar E. Hans	Magnolia Petroleum Company	9/11/44	389	264	"

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<u>MOO LEASE NUMBER</u>	<u>LESSOR/GRANTOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>RECORDED BOOK</u>	<u>PAGE</u>	<u>TYPE OF RECORD</u>
T-23107	Selma Donovan, et vir	Magnolia Petroleum Company, et al	9/01/44	386	293	Deed
T-23108	Frank T. Orr, et ux	Magnolia Petroleum Company, et al	8/30/44	386	317	"
T-23109	D. E. Mitchell, Jr.	Magnolia Petroleum Company, et al	8/31/44	386	290	"
T-23110	M. C. Panthan	Magnolia Petroleum Company, et al	9/05/44	386	310	"
T-23165	A. B. Hobbs, et ux	Magnolia Petroleum Company, et al	8/31/44	386	313	"
T-23260	Margaret Darden, et vir	Magnolia Petroleum Company, et al	8/30/44	392	583	"
T-23261	P. S. Orr, et ux	Magnolia Petroleum Company, et al	8/31/44	392	587	"
T-23311	Jennie M. Bloom, et al	Ben D. Cannan	8/21/44	393	33	"
T-23313-A	L. B. Billingsly	Ben D. Cannan	8/30/44	393	13	"
T-23313-B	George P. Billingsly	Ben D. Cannan	8/30/44	1	327	Oil & Gas
T-23313-C	Rose Braaher, et al	Ben D. Cannan	8/30/44	1	322	"
T-23380	Ellen Berry Nordlinger, et al	Ben D. Cannan	11/01/44	393	632	Deed
T-23411	J. M. Pawkett, et ux	Magnolia Petroleum Company, et al	9/28/44	391	142	"
T-23412	Edward Aaron	J. T. Shelby	5/04/40	328	558	"
T-23457	Rose Brown Noack	Magnolia Petroleum Company	9/30/44	393	636	"
T-23506	Mrs. Willie B. Temple	Magnolia Petroleum Company, et al	8/31/44	393	346	"
T-23507	Harry Brown, et ux	Magnolia Petroleum Company, et al	11/12/44	393	350	"
T-23508-A	Mary Alice Frazier	Magnolia Petroleum Company, et al	10/31/44	393	358	"

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				BOOK	PAGE	
		Magnolia Petroleum Company, et al	11/02/44	393	354	Deed
T-23508-B	G. E. Frazier, et al	Magnolia Petroleum Company, et al	11/20/44	393	361	"
T-23509	E. R. Claver, et ux	Magnolia Petroleum Company, et al	11/04/44	393	365	"
T-23510	L. E. Hughes, et ux	Magnolia Petroleum Company, et al	11/07/44	393	368	"
T-23511	Mrs. H. N. Orr	Magnolia Petroleum Company, et al	12/22/44	1	144	Oil & Gas
T-23633	Mrs. Willie B. Temple	Magnolia Petroleum Company, et al	12/22/44	1	140	"
T-23634	Mrs. Bertha C. Eades	J. L. Poutra	7/26/35	272	328	Deed
T-23642	J. Osborne Evans, et ux	Shell Oil Company	2/26/41	342	599	"
T-23643-A	Peter Studer, Agent & Attorney-in-Fact	Shell Oil Company	9/13/40	335	474	"
T-23643-B	Peter Studer, Agent & Attorney-in-Fact	Shell Oil Company	2/22/44	383	43	"
T-23643-C	Robert LeRoy Studer	Shell Oil Company	7/24/42	363	113	"
T-23643-D	Iva Leona Studer	Shell Oil Company	9/30/40	337	599	"
T-23643-E	Peter Studer, Agent & Attorney-in-Fact	Shell Oil Company	7/15/40	336	143	"
T-23643-F	Peter Studer, Indv. & Attorney-in-Fact	Magnolia Petroleum Company, et al	8/24/45	7	149	Oil & Gas
T-23644-B	Eula L. Mitchell	Magnolia Petroleum Company, et al	8/01/45	8	205	"
T-23645-B	J. W. Roberts, et ux	Magnolia Petroleum Company, et al	8/01/45	8	198	"
T-23645-D	J. W. Roberts, et ux	E. L. Lester	1/04/36	274	187	Deed
T-23646	Clyde McKinney, et al					

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T-23647-B	Anna B. Whiteside, et al	Magnolia Petroleum Company	11/07/45	9	106	Oil & Gas
T-23649	Jeannette Smith, et al	Shell Oil Company	1/25/41	343	325	Deed
T-23650-B	Broadus Honeycutt	Magnolia Petroleum Company, et al	7/28/47	21	391	Oil & Gas
T-23650-C	Oro Oil Company	Magnolia Petroleum Company, et al	7/28/47	21	623	"
T-23651-A	Francis E. Rice	J. L. Poutra	7/20/35	272	331	Deed
T-23651-B	Mrs. Mollie Brockman	R. D. MacDonald	12/14/35	274	195	"
T-23651-C	Victor R. Eades, et al	James W. Reynolds	12/14/35	274	267	"
T-23651-D	G. C. Chipp, et ux	James W. Reynolds	12/27/35	275	180	"
T-23651-E	Mrs. Bertha C. Eades	J. W. Reynolds	12/14/35	271	574	"
T-23651-F	Maggie M. Templeton	J. L. Poutra	1/08/36	271	604	"
T-23651-G	J. S. Montgomery, et al	J. L. Poutra	1/24/36	282	246	"
T-23741	Cassy J. Wallace, et ux	Magnolia Petroleum Company, et al	11/10/44	1	442	Oil & Gas
T-23742	M. V. Watkins, et ux	Magnolia Petroleum Company, et al	11/01/44	1	446	"
T-23743	J. V. Brown, et ux	Magnolia Petroleum Company, et al	12/22/44	1	439	"
T-23744	J. V. Brown, et al	Magnolia Petroleum Company, et al	12/22/44	1	449	"
T-23745	Mrs. Eliza Bailey	Magnolia Petroleum Company, et al	12/30/44	1	453	"
T-23746	Joe Gardner, et al	Magnolia Petroleum Company, et al	11/09/44	1	457	"
T-23841	Louise Kinney	Magnolia Petroleum Company, et al	1/04/45	2	54	"

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<u>MOC LEASE NUMBER</u>	<u>LESSOR/GRANTOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>BOOK</u>	<u>PAGE</u>	<u>RECORDED TYPE OF RECORD</u>
T-23842	Mrs. Ella Kates	Magnolia Petroleum Company, et al	1/10/45	2	50	Oil & Gas
T-23843	Mary H. Warters, et vir	Magnolia Petroleum Company, et al	1/18/45	2	57	"
T-23844	Mrs. L. M. Bross, et vir	Magnolia Petroleum Company, et al	1/15/45	2	60	"
T-23845	Mrs. Bertha Redding	Magnolia Petroleum Company, et al	1/09/45	2	64	"
T-23909	H. C. Thomas	Magnolia Petroleum Company, et al	1/03/45	2	173	"
T-23910	Mrs. Grace S. Griffith	Magnolia Petroleum Company, et al	2/26/45	2	167	"
T-23913	Stafford Jackson, et ux	Magnolia Petroleum Company, et al	12/26/44	2	177	"
T-24096	E. F. Meador, et ux	Magnolia Petroleum Company, et al	3/12/45	3	74	"
T-24097	Chas. E. Ballard, et ux	Magnolia Petroleum Company, et al	2/26/45	3	54	"
T-24119	Wm. Campbell, et ux	J. A. Hafner, Jr.	12/07/33	244	460	Deed
T-24120	J. A. Elkins, Indv. & Trustee	Sun Oil Company	1/14/39	316	302	"
T-24168-B	A. K. Warters, et ux	Magnolia Petroleum Company, et al	2/16/48	25	147	Oil & Gas
T-24264	M. T. Collier, et ux	Magnolia Petroleum Company, et al	2/03/45	3	175	"
T-24266	Aubrey W. Chenault	Magnolia Petroleum Company, et al	2/11/45	3	181	"
T-24334	The Steinberg-Mass Co., Inc.	Magnolia Petroleum Company, et al	1/22/45	2	565	"
T-24370	Morris Stern	M. C. Pantham	5/01/45	4	34	"
T-24370-B	R. D. MacDonald, Jr.	Magnolia Petroleum Company, et al	5/10/45	5	427	"
T-24371	H. B. Vezey	Magnolia Petroleum Company, et al	4/23/45	3	448	"

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T-24371-B	H. B. Vazey	George F. Belt	9/27/40	334	440	Deed
T-24736	Floyd F. Meadors, et ux	Magnolia Petroleum Company, et al	5/16/45	3	631	Oil & Gas
T-24737	E. F. Meador, et al	Magnolia Petroleum Company, et al	3/07/45	3	635	"
T-24750	J. B. Jordan, et ux	Magnolia Petroleum Company, et al	2/12/45	4	380	"
T-24789	V. L. Chambliss, et ux	Magnolia Petroleum Company, et al	7/06/45	4	551	"
T-24847	Burt Beal, et al	Magnolia Petroleum Company, et al	10/31/44	393	372	Deed
T-24857	Mrs. Katie Carr, et al	Magnolia Petroleum Company, et al	3/15/45	5	583	Oil & Gas
T-24858	D. A. Bledsoe, et ux	Magnolia Petroleum Company, et al	6/15/45	5	580	"
T-24944	Volney F. Love, et ux	Magnolia Petroleum Company, et al	8/22/45	7	153	"
T-24971	Lewis H. Follett, et al	Magnolia Petroleum Company, et al	4/17/45	6	610	"
T-25092	Clarite Smith, et vir	Magnolia Petroleum Company, et al	10/17/45	8	247	"
T-25093	J. R. Smith	Magnolia Petroleum Company, et al	10/30/45	8	243	"
T-25094	J. R. Smith, et ux	Magnolia Petroleum Company, et al	10/29/45	8	250	"
T-25125	Ella M. Corbett	Wm. C. Corbett, Jr.	11/01/45	8	437	"
T-25209	A. H. Smith, et al	Magnolia Petroleum Company, et al	12/12/45	9	94	"
T-25210	Elizabeth Nowls Riggs, et vir	Magnolia Petroleum Company, et al	12/17/45	9	90	"
T-25211	Gladys Parker, et al	Magnolia Petroleum Company, et al	11/17/45	9	82	"
T-25213	D. L. Burns, et ux	A. T. Jones	11/27/45	8	571	"

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T-25302	J. L. Allhands, et ux	Magnolia Petroleum Company, et al	1/31/46	9	350	Oil & Gas
T-25303	Alta Valma Davis Dozier, et al	Magnolia Petroleum Company, et al	1/31/46	9	354	"
T-25304	Vila Briley, et al	Magnolia Petroleum Company, et al	2/04/46	9	359	"
T-25372	Edward Scobey Beachboard	Magnolia Petroleum Company, et al	2/19/46	9	597	"
T-25397	A. A. Helwig, et ux	Murray Fantham	3/01/46	10	118	"
T-25479	Mabel F. Roberts	Magnolia Petroleum Company, et al	11/30/45	11	13	"
T-25523	Mrs. Cora Orr, et al	Magnolia Petroleum Company, et al	4/01/46	11	57	"
T-25524-B	J. S. McKinney, et ux	R. W. Davis, Jr.	4/20/46	11	50	"
T-25544	Jim Orr, et al	Magnolia Petroleum Company, et al	12/03/45	10	550	"
T-25907	Guy A. Thompson, Trustee	Magnolia Petroleum Company, et al	7/15/46	12	541	"
T-25914	G. A. Gamble, et al	Fidelity Oil & Royalty Company	11/06/40	339	398	Deed
T-25915	Kirby S. White	Fidelity Oil & Royalty Company	11/16/40	339	401	"
T-25926	B. L. Simmers, et ux	Magnolia Petroleum Company, et al	8/12/46	11	498	Oil & Gas
T-25936	J. W. Reynolds	Magnolia Petroleum Company, et al	8/20/46	13	7	"
T-26237	Battie M. Davis, et vir	National Standard Oil Corporation	2/19/45	2	211	"
T-26238	H. Scudder	J. W. Dendy	12/22/45	15	521	"
T-26327	Mrs. Etta A. Brockman, et vir	Magnolia Petroleum Company, et al	3/03/47	18	444	"

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T-26381-A	Willella W. Smith, et al	Magnolia Petroleum Company, et al	3/13/47	17	300	Oil & Gas
T-26381-B	Leslie M. Arrington, et vir	Magnolia Petroleum Company, et al	8/25/48	29	368	"
T-26407-A	Leon J. Jordan, et al	Ben D. Cannan	5/31/44	385	218	Deed
T-26407-B	Elvira Jordan Williams, et al	Ben D. Cannan	5/31/44	385	192	"
T-26407-C	Ardalia Jordan Rainey, et vir	Ben D. Cannan	5/31/44	385	179	"
T-26407-D	L. C. Jordan	Ben D. Cannan	5/31/44	387	361	"
T-26407-E	LeRoy Jordan	Ben D. Cannan	5/31/44	387	353	"
T-26407-F	Glenn Jordan	Ben D. Cannan	5/31/44	387	307	"
T-26407-G	Marcellus Jordan	Ben D. Cannan	6/20/44	385	175	"
T-26407-H	Leon Jordan, Guardian	Ben D. Cannan	8/30/44	385	612	"
T-26419-A	Peter Crain, et al	Magnolia Petroleum Company, et al	5/05/47	19	74	Oil & Gas
T-26419-B	Peter Crain, et ux	Magnolia Petroleum Company, et al	6/30/47	20	101	"
T-26419-C	Reuben S. Cotton	Magnolia Petroleum Company, et al	8/02/49	459	531	Deed
T-26419-D	Peter Crain, et ux	Magnolia Petroleum Company, et al	2/10/51	498	219	"
T-26475	John E. Arrington, et ux	M. C. Fantham	6/11/47	20	237	Oil & Gas
T-26476	Lucile Scott Bruce, et al	M. C. Fantham	6/06/47	20	239	"
T-26499	Frances A. VerMehran	Ben D. Cannan	5/24/47	21	93	"
T-26534-A	The Federal Land Bank of Houston	Magnolia Petroleum Company, et al	7/30/47	21	393	"

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T-26534-B	C. T. Miller, et al	Clayton N. Smith	6/10/47	24	499	Oil & Gas
T-26642-A	Henry Armstead, Indv. & Agent & AIF	Magnolia Petroleum Company, et al	10/21/47	22	494	"
T-26642-B	Henry Armstead, Agent & AIF	Magnolia Petroleum Company, et al	2/18/48	25	460	"
T-26642-C	Britton Armstead, Jr.	Magnolia Petroleum Company, et al	11/01/49	467	206	Deed
T-26642-D	Eugene Times, et al	Magnolia Petroleum Company, et al	6/30/50	481	33	"
T-26642-E	Willie Fern Barnes	Magnolia Petroleum Company, et al	11/20/50	492	80	"
T-26642-F	Jessie Fowler, et vir	Magnolia Petroleum Company, et al	11/25/50	492	394	"
T-26642-G	Luella Tunsel Terrell, et vir	Magnolia Petroleum Company, et al	2/14/51	503	302	"
T-26642-H	The Dow Chemical Company	Magnolia Petroleum Company, et al	6/19/51	512	589	"
T-26712	Della Woolsey, et al	Magnolia Petroleum Company, et al	6/15/47	22	621	Oil & Gas
T-26728	John W. Parten	The Sparta Oil Company	4/27/44	378	540	Deed
T-26731	W. R. Jones, et ux	The Sparta Oil Company	3/20/44	378	545	"
T-26732-A	J. D. Kuhn, et ux	Ralph Walton	4/03/44	378	524	"
T-26732-B	Nora Kuhn	Magnolia Petroleum Company, et al	4/28/48	27	87	Oil & Gas
T-26734	C. H. Keen, et ux	The Sparta Oil Company	3/28/44	378	553	Deed
T-26735	Pansy Billingsly Gilmore, et vir	The Sparta Oil Company	4/05/44	378	537	"
T-26736	Frank H. Billingsly, et ux	The Sparta Oil Company	4/10/44	2	300	Oil & Gas
T-26737	Idella H. Burne, et vir	The Sparta Oil Company	4/20/44	378	556	Deed

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T-26910-A	Haskell A. Moore, et ux	M. C. Fantham	1/22/48	24	554	Oil & Gas
T-26910-B	Elizabeth Nowls Riggs, et vir	Magnolia Petroleum Company, et al	1/01/52	525	539	Deed
T-27040-B	George H. Harper, et ux	Magnolia Petroleum Company, et al	10/28/52	549	167	"
T-27041	Elmer L. Slay, et ux	Magnolia Petroleum Company, et al	1/06/48	25	421	Oil & Gas
T-27333	R. A. Newe	Magnolia Petroleum Company, et al	6/23/48	28	172	"
T-27352	M. C. Fantham	Magnolia Petroleum Company, et al	7/08/48	28	299	"
T-27445	The Peerless Carbon Black Company	Magnolia Petroleum Company, et al	6/05/48	29	258	"
T-27452	Ernesto Rodriguez, et ux	Magnolia Petroleum Company, et al	8/19/48	29	325	"
T-27521	Joe A. Lingo, Sr., et ux	Magnolia Petroleum Company, et al	9/15/48	29	557	"
T-27642-A	M. C. Fantham	Magnolia Petroleum Company, et al	11/05/48	30	611	"
T-27642-B	M. C. Fantham	Magnolia Petroleum Company, et al	1/11/49	443	439	Deed
T-27642-C	M. C. Fantham	Magnolia Petroleum Company, et al	2/24/49	446	425	"
T-27642-D	Grace May Lueder Vincent, et vir	Magnolia Petroleum Company, et al	4/12/54	589	573	"
T-27844-A	F. E. Alman, et al	Ben D. Cannan	3/24/45	6	87	Oil & Gas
T-27844-B	Lewis H. Follett, et al, Agent & AIF	Ben D. Cannan	8/24/44	392	441	Deed
T-27844-C	F. C. Utt, et ux	Ben D. Cannan	9/01/44	393	29	"
T-27993	Miss Louise Kimmey	Magnolia Petroleum Company, et al	4/11/49	450	158	"
T-28047	Guy A. Thompson, Trustee	Magnolia Petroleum Company, et al	2/15/49	452	572	"

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T-28050	Gabriella Morris Chambers, et vir	Magnolia Petroleum Company, et al	1/20/49	452	570	Deed
T-28158	E. F. Meador, et ux	Magnolia Petroleum Company, et al	8/16/49	458	50	"
T-28159	Mrs. Minnie Orr Wittge, et vir	Magnolia Petroleum Company, et al	8/18/49	458	52	"
T-28302-A	E. Grimes, Jr., et al	Magnolia Petroleum Company, et al	8/01/49	464	351	"
T-28302-B	Eddie Grimes	Magnolia Petroleum Company, et al	8/01/49	464	353	"
T-28437	Addie Bateman	Magnolia Petroleum Company, et al	11/05/49	466	373	"
T-28583	Floyd P. Meadors, et ux	Magnolia Petroleum Company, et al	12/22/49	468	615	"
T-28584	C. T. Sheffield, et al	Magnolia Petroleum Company, et al	1/19/50	469	359	"
T-28759	Ruby Lee Ward Pettis, et vir	Magnolia Petroleum Company, et al	3/07/50	472	354	"
T-29365	Ed C. Isaac, Jr.	Magnolia Petroleum Company, et al	8/01/50	485	141	"
T-29404-A	J. Gray Arrington, Jr., et ux	Magnolia Petroleum Company, et al	9/15/50	487	219	"
T-29404-B	Jeannetta K. Bennett	Magnolia Petroleum Company, et al	9/15/50	491	476	"
T-29405	Mrs. Vicia Davis Bible, et vir	Magnolia Petroleum Company, et al	9/27/50	487	539	"
T-29469	Andrew Olson, Administrator	Magnolia Petroleum Company, et al	9/15/50	490	252	"
T-29470-A	Joa Waddy, et al	Magnolia Petroleum Company, et al	1/20/50	490	307	"
T-29470-B	Catherine Baugh	Magnolia Petroleum Company, et al	1/22/54	583	484	"
T-29566	Mrs. Ellen Gandy Nichols, et al	Magnolia Petroleum Company, et al	12/01/50	493	225	"
T-29611	Ruby Wilkins Crosby, et vir	Magnolia Petroleum Company, et al	1/12/51	495	428	"

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T-28302-A
T-28302-B
T-28437
T-28583
T-28584
T-28759
T-29365
T-29404-A
T-29404-B
T-29405
T-29469
T-29470-A
T-29470-B
T-29566
T-29611

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T-29700	Minnie Rimmer	Magnolia Petroleum Company, et al	3/07/51	500	56	Dead
T-29729	Catherine H. Bannister, et al	Magnolia Petroleum Company, et al	2/15/51	502	89	"
T-30179	T. M. Smith	Donald Frankel, et al	10/01/49			
T-30180	T. L. Smith, Jr.	Donald Frankel, et al	10/01/49			
T-31237	L. A. Kucera	Magnolia Petroleum Company, et al	2/11/53	555	23	"
T-31535-A	Leon Finley, et ux	J. T. Mackey	5/19/53	569	474	"
T-31535-B	Charlie Finley, et al	J. T. Mackey	5/19/53	569	477	"
T-31535-C	J. A. Virgel, et ux	J. T. Mackey	6/01/53	569	481	"
T-31535-D	Mrs. Ada Finley	J. T. Mackey	5/29/53	569	484	"
T-31535-E	Annie Finley Cole	J. T. Mackey	5/30/53	569	486	"
T-31548-A	The City National Bank of Houston, Tr.	Magnolia Petroleum Company, et al	5/08/53	566	404	"
T-31548-B	M. C. Fantham, et al	Magnolia Petroleum Company, et al	5/08/53	566	406	"
T-31548-C	Moline National Bank of Moline, Ill.	Magnolia Petroleum Company, et al	5/08/53	566	408	"
T-31730	G. D. Frewitt	Magnolia Petroleum Company, et al	9/18/53	572	332	"
T-32140	Hiram Jordan, et al	Magnolia Petroleum Company, et al	3/22/54	588	232	"
T-32524	Mabel Roberts Powell, et vir	Magnolia Petroleum Company, et al	8/31/54	605	499	"
T-32585	Will Lemon, et ux	Magnolia Petroleum Company, et al	3/22/54	594	22	"
T-32631	T. M. Smith	Magnolia Petroleum Company, et al	8/30/54	610	188	"

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T-32636-A	G. F. Reynolds, Indv. & AIF	G. F. Reynolds, Indv. & AIF	11/27/54	610	429	Dead
T-33182-A	Mattie A. Gray	Stanolind Oil and Gas Company	7/05/55	630	410	"
T-33182-B	Samuel J. Lee	Stanolind Oil and Gas Company	7/05/55	627	576	"
T-33183	Mava Inez Meredith, et al	Stanolind Oil and Gas Company	7/08/55	628	217	"
T-33184-A	R. H. Landeryou	Stanolind Oil and Gas Company	6/30/55	629	358	"
T-33186	Roderick Le Bron	Stanolind Oil and Gas Company	6/30/55	632	377	"
T-34246-A	Mary Lee Morgan Roberts, et al	Magnolia Petroleum Company, et al	3/22/54	682	110	"
T-34246-B	Hamp Morgan, Jr.	Pan American Petroleum Corporation, et al	4/24/57	686	290	"
T-34246-C	Douglas Lee Morgan	Pan American Petroleum Corporation, et al	4/24/57	689	77	"
T-34247-A	Mary Lee Morgan Roberts, et al	Magnolia Petroleum Company, et al	3/22/54	682	104	"
T-34247-B	Hamp Morgan, Jr.	Pan American Petroleum Corporation, et al	4/24/57	686	292	"
T-34247-C	Douglas Lee Morgan	Pan American Petroleum Corporation, et al	4/24/57	689	75	"
T-34453	Lorene Warters Patton, et al	Pan American Petroleum Corporation, et al	8/07/57	693	225	"
T-35100	Calvin M. Cooper, et al	Pan American Petroleum Corporation	2/28/58	710	286	"
T-35101	George Baugh, Jr., et ux	Campbell Kilpatrick	1/15/58	705	604	"
T-35102	E. H. Jordan, et ux	Campbell Kilpatrick	1/16/58	705	598	"
T-36396	Salma Jean Wilkins Blair, et al	Pan American Petroleum Corporation	8/08/60	777	123	"
T-36397	T. L. Smith, Jr., et al	Pan American Petroleum Corporation	6/17/60	771	543	"

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T-40345	Rosa A. Clark, et al	Rowan Oil Company	5/20/50	481	529	Deed
T-40346	Leland S. Doebaugh	Texas Eastern Transmission Co., et al	11/07/57	701	136	"
T-40352	J. G. Miller, et ux	Texas Eastern Transmission Co.	3/01/60	763	571	"
T-40354-A	A. H. Rowan, et al	Rowan Oil Company	4/24/56	661	514	"
T-40354-B	A. H. Rowan, et al	Rowan Oil Company	4/24/56			
T-40354-C	A. L. Ladner, et al	Rowan Oil Company	4/24/56	661	509	"
T-40354-D	Mozelle Dyer Guinn, Temporary Admx.	Rowan Oil Company	9/28/57	703	142	"
T-40361-A	J. M. Flaits, et al	Jack O. Elliott	6/13/60	771	528	"
T-40361-B	Walker F. Johnston	Texas Eastern Transmission Co.	2/27/61	788	192	"
T-40361-C	Leopold L. Meyer, et al	Texas Eastern Transmission Co.	2/27/61	788	415	"
T-40361-D	Mabel K. Caldwell	Texas Eastern Transmission Co.	3/01/61	789	299	"
T-40361-E	Maude Benson Wood, et vir	Jack O. Elliott	4/13/61	792	198	"
T-40361-F	Flora Neal Leach	Jack O. Elliott	3/31/61	794	12	"
T-40652-A	James Harold Blackwell, et al	Mobil Oil Corporation	4/18/68	1002	413	"
T-40652-B	Aaron Rashti, et al	Mobil Oil Corporation	3/12/71	1083	64	"
T-41065	Cecile W. Williams	Mobil Oil Corporation	10/08/69	1048	673	"
T-41065-G	Mary E. Williamson Ogburn, et vir	Mobil Oil Corporation	11/03/70	1072	823	"

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T-43013	Texas Commerce Bank N.A., Ind. Exec., et al	Amoco Production Company	6/09/78	1404	643	Deed
T-43014	Texas Commerce Bank N.A., Ind. Exec., et al	Amoco Production Company	6/09/78	1404	648	"
T-43015	Rebecca E. Raynor	Amoco Production Company	7/05/78	1412	620	"
T-43016	Bank of Brazoria	Amoco Production Company	7/07/78	1412	623	"
T-43017	James Curtis Winscott	Amoco Production Company	7/19/78	1412	625	"
T-43018	Beatrice F. Parten	Amoco Production Company	7/21/78	1412	628	"
T-43019	Geraldine M. Truman Vineyard, et vir	Amoco Production Company	7/25/78	1412	630	"
T-43020	Ralph Allen Kelberlau, et al	Amoco Production Company	7/26/78	1412	632	"
T-43021-A	Mary Elizabeth Hawkins, Indv. & Indp. Exec., et al	Amoco Production Company	8/07/78	1418	340	"
T-43021-B	Frank Harris	Amoco Production Company	8/07/78	1418	345	"
T-43022-A	Helen Jones, et al	Amoco Production Company	8/14/78	1418	338	"
T-43022-B	Millard Finley, et ux	Amoco Production Company	9/05/78	1433	561	"
T-20819	Catherine Holland Bannister, et al	J. S. Abercrombie Company, et al	1/09/43	367	13	"

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				BOOK	PAGE	
Several	Vacuum Oil Company	Magnolia Petroleum Company	12/31/31	232	137	Deed
T-20230	J. J. Dodson	Magnolia Petroleum Company	2/17/19			
Several	Harrison Oil Company	Magnolia Petroleum Company	12/31/42	364	487	"
T-20373-C	J. R. Smith, et al	Magnolia Petroleum Company, et al	12/04/44	394	214	"
T-20373-D	Arlatl Royalty Corporation	Magnolia Petroleum Company, et al	8/16/45	399	123	"
T-20373-E	Orrin H. Bonney	Magnolia Petroleum Company, et al	2/04/46	403	99	"
T-20373-F	Martha Harris Grovey, et al	Magnolia Petroleum Company, et al	2/04/46	403	97	"
T-20373-G	Mrs. Lola Buck, Guardian	J. S. Abercrombie Company, et al	2/04/46	403	93	"
T-20386-Z	A. Ferrer	Magnolia Petroleum Company	5/15/43			
T-20403-E	Clayton N. Smith	Magnolia Petroleum Company, et al	2/04/54	583	480	"
T-20421-E	Ethel H. Dunn, et vir	Magnolia Petroleum Company, et al	1/24/44	379	227	"
T-20421-F	Coastal Oil & Transport Company	Magnolia Petroleum Company, et al	1/27/44	379	229	"
T-20421-G	Edward Aaron, et ux	Magnolia Petroleum Company, et al	3/21/44	378	501	"
T-20421-H	R. D. MacDonald	Magnolia Petroleum Company, et al	5/20/47	426	275	"
T-20421-I	R. D. MacDonald	Magnolia Petroleum Company, et al	5/20/47	426	278	"
T-20421-J	Mary Katherine Petersen, et al	Magnolia Petroleum Company, et al	12/31/47	425	501	"
T-20421-K	Coastal Oil & Transport Co.	Socony Mobil Oil Company, Inc.	7/12/61			
T-20506-C	A. B. Franzen	Magnolia Petroleum Company, et al	11/26/48	457	61	"

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MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
T-20516-B	Arie D. Sweeny	Magnolia Petroleum Company, et al	3/29/44	380	303	Deed
T-20516-B	Valeria Sweeny	Magnolia Petroleum Company, et al	3/29/44	380	305	"
T-20516-B	Jamae W. Reynolds, et ux	Magnolia Petroleum Company, et al	3/28/44	380	302	"
T-20516-B	B. F. Sweeny	Magnolia Petroleum Company, et al	3/30/44			
T-20516-B	Eureka Pearl Dudley, et al	Magnolia Petroleum Company, et al	4/03/44			
T-20522-E	Ethel L. Harrison, et al	Magnolia Petroleum Company	7/14/43	372	480	"
T-20522-F	Murray Fantham	Magnolia Petroleum Company	4/07/44			
T-20523-C	Murray Fantham	Magnolia Petroleum Company, et al	4/07/44	384	132	"
T-20529-B	J. S. Abercrombie Co.	Magnolia Petroleum Company, et al	3/04/43	368	206	"
T-21878	Harold Link	Magnolia Petroleum Company	11/29/43	374	553	"
T-21904	Harold Link	Magnolia Petroleum Company	12/06/43	377	277	"
T-22164	Ethel H. Dunn, et vir	Magnolia Petroleum Company, et al	3/17/44	382	288	"
T-22269-A	Murray Fantham	Magnolia Petroleum Company, et al	4/07/44	384	134	"
T-22269-B	M. C. Fantham	Magnolia Petroleum Company, et al	4/15/44	382	620	"
T-22270-A	Murray Fantham	Magnolia Petroleum Company, et al	4/07/44	384	141	"
T-22270-B	Murray Fantham	Magnolia Petroleum Company, et al	5/01/44	382	623	"
T-22276	Murray Fantham	Magnolia Petroleum Company, et al	4/07/44	384	144	"
T-22408	M. C. Fantham	Magnolia Petroleum Company, et al	4/27/44	382	618	"

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<u>MOO LEASE NUMBER</u>	<u>LESSOR/GRAITOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>RECORDED</u>		<u>TYPE OF RECORD</u>
				<u>BOOK</u>	<u>PAGE</u>	
T-22809-G	Morris Stern	Magnolia Petroleum Company, et al	2/13/50	471	189	Deed
T-22809-H	G. E. Faust	Magnolia Petroleum Company, et al	3/04/49	447	5	"
T-24370-C	Morris Stern	Magnolia Petroleum Company, et al	2/13/50	471	187	"
T-28757	Leona Armstrong Ward Joiner, et vir	Magnolia Petroleum Company, et al	2/24/50	471	544	"
T-30038	G. E. Faust	Magnolia Petroleum Company, et al	1/16/50	469	52	"
T-30038	G. E. Faust	Magnolia Petroleum Company, et al	10/18/49			
T-30600	G. E. Faust	Magnolia Petroleum Company, et al	1/17/50	469	62	"
T-35224	Pan American Petroleum Corporation	Magnolia Petroleum Company	5/21/58	722	16	"
T-39638	First City Nat'l Bank of Houston, Texas	Socony Mobil Oil Company, Inc., et al	2/25/66	936	807	"

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STATE OF TEXAS, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
PDRW-4846	Olivia W. Allison and R. H. Allison, Trustees	Harrison Oil Co. & J. S. Abercrombie Co.	10-1-36	281	531	Deed
PDRW-4847	Wm. Theobald, et ux	Harrison Oil Co. & J. S. Abercrombie Co.	9-18-36	281	535	Deed
PDRW-4848	Olivia W. Allison and R. H. Allison, Trustees	Harrison Oil Co. & J. S. Abercrombie Co.	10-1-36	281	530	Deed
PDRW-4849	Audrey Cooper	Harrison Oil Co. & J. S. Abercrombie Co.	9- - 35	281	533	Deed
PDRW-4850	C. W. Massey, et ux	Harrison Oil Co. & J. S. Abercrombie Co.	9-29-36	281	534	Deed
PDRW-4851	Roxie A. Moulton	Harrison Oil Co. & J. S. Abercrombie Co.	10-1-36			
PDRW-5288	Benjamin F. Cooper, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	10-26-46	411	295	Deed
PDRW-5300	Mathew Harvey, Jr., et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	11-15-46	411	348	Deed
PDRW-5301	Mathew Harvey,	Magnolia Petroleum Co. & J. S. Abercrombie Co.	11-15-46	411	116	Deed
PDRW-5302	H. J. Mangum, et ux	Magnolia Petroleum Co. & J. S. Abercrombie Co.	11-23-46	408	627	Deed
PDRW-5304	D. W. Jordan, et ux	Magnolia Petroleum Co. & J. S. Abercrombie Co.	10-26-46	411	205	Deed
PDRW-5305	Celestine H. Scott, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	12-20-46	413	42	Deed
PDRW-5472	M. P. Harvey, Jr., et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	11-15-46	418	67	Deed
PDRW-5661	Virginia Harvey	Magnolia Petroleum Co. & J. S. Abercrombie Co.	1-5-48			
PDRW-5775	W. McKinley Simples, et al	Sweba Gas Company	2-28-48	427	598	Deed
PDRW-5790	Matilda H. Johnson, et vir	Magnolia Petroleum Co. & J. S. Abercrombie Co.	8-14-48			

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MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
PDRW-5870	The St. Louis, Brownsville and New Mexico Ry. Co.	J. S. Abercrombie Co., & Magnolia Petroleum Co.	9-30-48			
PDRW-5913	Geraldine M. Truman	Magnolia Petroleum Co. & J. S. Abercrombie Co.	2-15-49			
PDRW-5914	Nora Kuhn	Magnolia Petroleum Co. & J. S. Abercrombie Co.	2-15-49			
PDRW-5915	W. S. Riggs, et ux	Magnolia Petroleum Co. & J. S. Abercrombie Co.	2-15-49			
PDRW-5955	Geraldine M. Truman	Magnolia Petroleum Co. & J. S. Abercrombie Co.	4-23-49			
PDRW-5991	Mrs. Ada Finley, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	4-28-49			
PDRW-5992	Jacques P. Adoue, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	5-9-49			
PDRW-5993	Jacques P. Adoue, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	4-21-49			
PDRW-6160	Jacques P. Adoue, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	10-14-49	463	10	Deed
PDRW-6423	Phillips Oil Company	J. S. Abercrombie Co, et al	11-1-50	490	471	
PDRW-8120	Mary Katherine Peterson, et vir	Pan American Petroleum Corp. & Socony Mobil Oil Co., Inc.	9-27-60	775	666	
PDRW-8384	J. H. Caldwell, et ux	Socony Mobil Oil Co, Inc.	11-28-62	836	265	Deed
PDRW-8435	Texas Board of Corrections	Socony Mobil Oil Company, Inc.	1-16-63	846	194	Deed

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MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
PDRW-8594	J. T. Hinkle, et ux	Socony Mobil Oil Company	3-16-64	874	593	Deed
PDRW-8609	Texas Board of Corrections	Socony Mobil Oil Company, Inc.	3-24-64	877	941	Deed
PDRW-9132	Elsie E. Bryan	Mobil Oil Corporation	5-13-70	1068	329	Deed
PDRW-9133	Myrie Wisch	Mobil Oil Corporation	5-14-70	1068	331	Deed
PDRW-9138	Allyne Fuller, et al	Mobil Oil Corporation	6-15-70	1068	343	Deed
PDRW-9174	John Douglas Smith, et al	Mobil Oil Corporation	11-30-70	1074	879	Deed
PDRW-9176	Jeannette Smith	Mobil Oil Corporation	12-1-70	1083	458	Deed
PDRW-9324	Houston Pipeline Company	Mobil Oil Corporation	9-4-73	1175	580	Deed
PDRW-9326	W. J. LeCompte	Mobil Oil Corporation	12-3-73	1184	602	Deed

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MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
WCB#132S	Department of the Army/Chief, Permit Branch	Products Pipe Line Company	1-6-55			
WCB#133	W. M. Payne	Products Pipe Line Company	12-10-54	611	88	Deed
WCB#134	Clayton Foundation Company	Products Pipe Line Company	1-18-55	614	351	"
WCB#135	Joe B. Tigner, et al	Products Pipe Line Company	3-5-55	617	21	"
WCB#135	J. H. Tigner	Products Pipe Line Company	8-15-56	662	537	"
WCB#136A	Laury Amanda Whitfield	Products Pipe Line Company	1-11-55	612	286	"
WCB#137	W. Jerry Maxwell, et ux	Products Pipe Line Company	12-14-54	613	125	"
WCB#138	U. L. Keys, Sr., et ux	Products Pipe Line Company	12-13-54	613	126	"
WCB#139	Mrs. Vernell Barksdale	Products Pipe Line Company	4- -55	620	326	"
WCB#139	Mrs. Sallie Douglas, et vir	Products Pipe Line Company	4-23-55	621	161	"
WCB#139	Mrs. Ernestine Robertson, et vir	Products Pipe Line Company	4- -55	621	130	"
WCB#139	Anola Smith Dobard, et vir	Products Pipe Line Company	5-31-55	625	15	"
WCB#139	Cassie Garvin Lewis Indv. and as Agt. Samuel E. Warren, Indv. and as Agt. et al	Products Pipe Line Company	3-5-55	616	481	"
WCB#140	Lynette S. Autrey, et vir, et al	Products Pipe Line Company	4-30-55	630	519	"
WCB#141	J. P. Wootton, et ux	Products Pipe Line Company	1-4-55	612	285	"
WCB#141	Gracie Lundy, Indv. and Guard for Jessie May Lundy, et al, Seria Lundy, Lela Lund, Indv. and Agt. for William Lundy, et al	Products Pipe Line Company	3-29-55	619	10	"
WCB#141H	State Highway Department	Products Pipe Line Company	12-31-54			
WCB#141R	International-Great Northern Railroad Company	Products Pipe Line Company	4-25-55			
WCB#142A	Alice Makeig Jones, et vir	Products Pipe Line Company	4-8-55	620	55	Deed

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MOC LEASE NUMBER	LESSOR/GRAITOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
WCB#142	H. C. Pilgreen, et ux	Products Pipe Line Company	3-30-55	619	14	Deed
WCB#143	The South Texas Water Company	Products Pipe Line Company	3-11-55	617	23	"
WCB#142	The South Texas Water Company	Products Pipe Line Company	4-27-55	622	438	"
WCB#143	The South Texas Water Company	Products Pipe Line Company	3-11-55	618	344	"
WCB#143	The South Texas Water Company	Products Pipe Line Company	4-27-55	622	440	"
WCB#144	M. M. Aliber	Products Pipe Line Company	3-4-55	617	19	"
WCB#146	Texas Highway Department	Mobil Oil Corporation	4-15-71			
WCB#147	Texas Highway Department	Mobil Oil Corporation	12-12-69			
WCB#146	Fay U. Bair, et al	Products Pipe Line Company	2-9-55	614	353	Deed
WCB#147	Edward E. Allanson	Products Pipe Line Company		614	205	"
WCB#149	Cordella Smith	Products Pipe Line Company	2-2-55	613	543	"
WCB#150	L. A. Norris	Products Pipe Line Company	2-8-55	614	206	"
WCB#151	J. A. Gray, Trustee, et al	Products Pipe Line Company	3-15-55	617	22	"
WCB#152	Miss Barbara Bealeley, et al	Products Pipe Line Company	12-7-54	611	89	"
WCB#152	John Clayton Foster, Exec.	Products Pipe Line Company	12-20-54	611	90	"
WCB#152	Mrs. Vera Foster, et al	Products Pipe Line Company	12- -54	611	91	"
WCB#153	Olive Lethlean, et al	Products Pipe Line Company	12- -54	618	351	"
WCB#154	Grenville Smith	Products Pipe Line Company	12-14-54	610	400	"
WCB#155	Virginia B. Chesney, et vir, et al	Products Pipe Line Company	3-1-55	618	353	"
WCB#155H	State Highway Department	Products Pipe Line Company	12-31-54			
WCB#156	Mrs. Sudie Gregg	Products Pipe Line Company	2-17-55	615	19	Deed
WCB#157	Dward Harper, et ux	Products Pipe Line Company	12-14-54	611	93	"
WCB#158	W. L. Russell	Products Pipe Line Company	12-15-54	611	94	"

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WCB LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
WCB#159	J. S. Welboan, Jr. et al	Products Pipe Line Company	1-17-55	613	231	Deed
WCB#160	Lester Knapa, et ux	Products Pipe Line Company	1-12-55	612	284	"
WCB#161A	D. D. Clark, et ux	Products Pipe Line Company	2-25-55	616	132	"
WCB#162	Gilvie Hubbard	Products Pipe Line Company	12-13-54	613	544	"
WCB#162	Mobil Oil Corporation	Gilvie Hubbard	12-12-75	1277	15	"
WCB#162H	State Highway Department	Products Pipe Line Company	12-31-54			
WCB#163	Mary E. Edwards, et al	Products Pipe Line Company	12- -54	618	355	"
WCB#164	G. F. Plummer, et ux	Products Pipe Line Company	1-1-55	612	282	"
WCB#165	Forest Hunter, et al	Products Pipe Line Company	12-11-54	610	399	"
WCB#166	Marjorie Green Barrett, et al	Products Pipe Line Company	2-1-55	616	484	"
WCB#168	R. T. Briscoe, et al	Products Pipe Line Company	2-19-55	615	468	"
WCB#169	Maud Benson Wood, et vir, et al	Products Pipe Line Company	2-28-55	618	357	"
WCB#170	Clyde Herring	Products Pipe Line Company	1-29-55	613	545	"
WCB#170R	The St. Louis, Brownsville and Mexico Railway Company	Products Pipe Line Company	3-4-55			
WCB#171	The Triangle Development Company	Products Pipe Line Company	1-3-55	612	281	Deed
WCB#255	Commissioners' Court Brazoria County	Products Pipe Line Company	2-14-55			

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MOO LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
CBTC 77	Abe Seibel	Pan American Gas Company	2-25-42	363	306	Deed
	Ellen Caldwell et vir, Mamie Jackson et vir, & Willie Harris	Pan American Gas Company	10-19-42	363	497	"
	Mamie Jones et vir, et al	Pan American Gas Company	10-26-42	364	303	"
CBTC 78	Roland K. Wilson, et ux	Pan American Gas Company	3-10-42			
CBTC 79	Mrs. Caren Knutson	Pan American Gas Company	2-27-42	363	303	Deed
CBTC 80	O. B. Carlson	Pan American Gas Company	2-27-42	428	89	"
CBTC 81	Pedar Amundson, et ux	Pan American Gas Company	3-31-42	363	302	"
CBTC 82	I. A. Kentzelman, et al	Pan American Gas Company	3-28-42	363	295	"
CBTC 83	Laura A. Thomas, et al	Pan American Gas Company	3-18-42	363	294	"
CBTC 84	F. E. Perkins, et al	Pan American Gas Company	4-14-42	363	300	"
CBTC 85	Esther A. Wieting, et al	Pan American Gas Company	3-23-42	363	293	"
CBTC 86	R. Lee Kempner, et al	Pan American Gas Company	3-25-42	363	297	"
CBTC 72	Triangle Development Company	Pan American Gas Company	2-28-42	428	87	"

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<u>MOC LEASE NUMBER</u>	<u>LESSOR/GRANTOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>RECORDED</u>		<u>TYPE OF RECORD</u>
				<u>BOOK</u>	<u>PAGE</u>	
PD 4772-2	St. Louis, Brownsville & Mexico Railway Company	J. S. Abercrombie & Magnolia Petroleum Company	2-2-46			
PD 4774	St. Louis, Brownsville & Mexico Railway Company	Harrison Oil Company & J. S. Abercrombie Company	6-4-40			
PD 4775	Guy A. Thompson, Trustee	J. S. Abercrombie Company & Harrison Oil Company	3-21-40			
PD 4776	Guy A. Thompson, Trustee	Harrison Oil Company & J. S. Abercrombie Company	7-17-41			
PD 4777	Guy A. Thompson, Trustee	Harrison Oil Company & J. S. Abercrombie Company	9-12-40			
PD 4778	Guy A. Thompson, Trustee	Harrison Oil Company & J. S. Abercrombie Company	9-14-42			
PD 4793	Guy A. Thompson, Trustee	J. S. Abercrombie, et al	11-5-43			
PD 4794	Guy A. Thompson, Trustee	Magnolia Petroleum Company & J. S. Abercrombie Company	9-7-43			
PD 4796	Mary E. Hughes	Magnolia Petroleum Company & J. S. Abercrombie Company	8-15-43			
PD 4861	St. Louis, Brownsville & Mexico Railway Company	Magnolia Petroleum Company & J. S. Abercrombie Company	7-14-44			
PD 5088	Guy A. Thompson, Trustee	Magnolia Petroleum Company & J. S. Abercrombie Company	7-2-47			
PD 5169	Guy A. Thompson, Trustee for St. Louis, Brownsville & Mexico Railway Company	J. S. Abercrombie Company, et al	3-12-48			
PD 5170	Guy A. Thompson, Trustee for St. Louis, Brownsville & Mexico Railway Company	J. S. Abercrombie, et al	3-12-48			

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HOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
FD 5591	Zoe Blunt Mac Donald, et al	Shell Oil Company, Inc.	1-1-41	348	588	
FD 5884	V. V. West, et ux	J. S. Abercrombie Company	2-27-53			
FD 6553	Virgil C. McGinnis, et al	Pan American Petroleum Corp. & Magnolia Petroleum Company	12-19-58			
FD 6925	Peter Studer, Attorney-in-Fact	La Gloria Corporation	7-1-48			
FD 7070	Rowan Drilling Company	Mobil Oil Corporation	11-26-68			
FD 7134	Texas Board of Corrections	Mobil Oil Corporation	5-7-69			
FD 7145	Josephine W. Wilson	Mobil Oil Corporation	5-15-70			

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STATE OF TEXAS, COUNTY OF BRAZORIA

<u>WOC LEASE NUMBER</u>	<u>LESSOR/GRANTOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>RECORDED</u>		<u>TYPE OF RECORD</u>
				<u>BOOK</u>	<u>PAGE</u>	
PD 5591	Zoe Blunt Mac Donald, et al	Shell Oil Company, Inc.	1-1-41	348	588	
PD 5884	V. V. West, et ux	J. S. Abercrombie Company	2-27-53			
PD 6553	Virgil C. Mc Ginnis, et al	Pan American Petroleum Corp. & Magnolia Petroleum Company	12-19-58			
PD 4679	Socony Mobil Oil Company, Inc. & Pan American Petroleum Corporation	U. S. A.	5-13-60			
PD 6925	Pater Studar, Attorney-in-Fact	La Gloria Corporation	7-01-48			
PD 7070	Rowan Drilling Company	Mobil Oil Corporation	11-26-68			
PD 7134	Texas Board of Corrections	Mobil Oil Corporation	5-7-69			
PD 7145	Josephine W. Wilson	Mobil Oil Corporation	5-15-70			

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MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
PDP-Several	Harrison Oil Company	Magnolia Petroleum Company	12-31-42	364	487	Deed
PDP-605	A. W. Pollard, et al	Magnolia Petroleum Company, et al	9-11-44	388	534	"
PDP-616	Bernard River Land Development Company	Magnolia Petroleum Company, et al	9-28-45	399	316	"
PDP-617	George S. Waddy, et ux	Magnolia Petroleum Company, et al	10-5-45			
PDP-621	George Lemon, et al	Magnolia Petroleum Company, et al	12-4-46			
PDP-650	W. L. Schelle	Magnolia Petroleum Company, et al	5-11-48			
PDP-676	Richard J. Stern	Magnolia Petroleum Company, et al	2-13-50	471	192	"
PDP-688-A	Alcina Washington Moreingale, et vir	Magnolia Petroleum Company, et al	11-16-51	520	445	"
PDP-688-B	Rosa Bell Washington Burke	Magnolia Petroleum Company, et al	11-26-51	521	123	"
PDP-736	Cleveland Davis, et al	J. S. Abercrombie Company	8-17-53	571	287	"
PDP-737	Mrs. C. W. Perdue, et al	J. S. Abercrombie Company	9-24-51	521	21	"
PDP-771	W. B. Friday, et ux	Magnolia Petroleum Company, et al	7-11-58	723	76	"
PDP-773-A	Annie B. Funderburk	J. S. Abercrombie	8-4-52	543	64	"
PDP-773-B	Mrs. Mattie Bailey, Guardian	J. S. Abercrombie	11-15-52	549	113	"
PDP-773-C	H. M. Bell, et ux	J. S. Abercrombie	8-1-53	568	634	"
PDP-773-D	Fred Bailey, et al	J. S. Abercrombie	8-1-53	568	632	"
PDP-773-E	Vera Keith	J. S. Abercrombie	8-1-53	568	631	"
PDP-774	Mrs. W. A. Howell	J. S. Abercrombie	8-5-52	543	63	"

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EXHIBIT "A"

STATE OF TEXAS, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
PDF-775	W. J. Bainbridge	J. S. Abercrombie	6-25-52	543	61	Deed
PDF-776	Mary L. Vezey	J. S. Abercrombie	6-20-52	543	59	"
PDF-777	E. W. Mayer, et ux	J. S. Abercrombie	6-16-52	538	349	"
PDF-778	City of Sweeney	J. S. Abercrombie	11-7-52	589	583	"
PDF-779	The National Bank of Commerce as Exec, et al	J. S. Abercrombie	6-30-52	541	344	"
PDF-780	The National Bank of Commerce " "	J. S. Abercrombie	8-11-52	544	421	"
PDF-781	E. W. Mayer, Guardian	J. S. Abercrombie	6-16-52	538	348	"
PDF-782	R. R. Stevenson	J. S. Abercrombie	6-9-52	538	345	"
PDF-783	Ira Pat Donovan	J. S. Abercrombie	5-10-52	537	185	"
PDF-784-A	Paul H. Bladsoe, et al	J. S. Abercrombie	8-21-53	572	168	"
PDF-784-B	Paul H. Bladsoe, et al	J. S. Abercrombie	3-1-54	587	83	"
PDF-785	Jama F. Finley, Jr., et ux	J. S. Abercrombie	8-21-53	572	167	"
PDF-786	J. A. Martin, et ux	J. S. Abercrombie	8-21-53	572	165	"
PDF-787	Mary O'Brian Shary, Indv & Ind Exec	J. S. Abercrombie	5-15-52	537	183	"
PDF-788	R. R. Stevenson	J. S. Abercrombie	6-9-52	538	346	"
PDF-789	Mrs. M. F. Chenault, et al	J. S. Abercrombie	8-12-52	544	54	"
PDF-790	Joe K. Powell, et ux	J. S. Abercrombie	8-27-52	544	56	"

EXHIBIT "A"

STATE OF TEXAS, COUNTY OF BRAZORIA

MOC LEASE NUMBER	LESSOR/GRAITOR	LESSEE/GRANTEE	INSTRUMENT DATE	RECORDED		TYPE OF RECORD
				BOOK	PAGE	
PDP-791	Minnie Rimmer	J. S. Abercrombie Company	9-8-52	544	58	Deed
PDP-792	Frank R. Karlay, et ux	J. S. Abercrombie Company	4-15-52	533	376	"
PDP-793	August F. Schaer, Jr., et ux	J. S. Abercrombie Company	4-14-52	533	378	"
PDP-794	J. B. Whitlock, et ux	J. S. Abercrombie Company	4-14-52	533	379	"
PDP-795	C. E. Ballard	J. S. Abercrombie Company	10-30-52	547	473	"
PDP-796	Shermon F. Jones, et ux	J. S. Abercrombie Company	11-25-52	549	117	"
PDP-797	Glen D. Ogden, et ux	J. S. Abercrombie Company	11-5-52	549	119	"
PDP-798	Clyde E. McKinney, et al	J. S. Abercrombie Company	11-29-52	549	121	"
PDP-799	J. V. Brown, et ux	J. S. Abercrombie Company	11-29-52	549	123	"
PDP-800	Swaney Independent School District	J. S. Abercrombie Company	11-6-52	549	126	"
PDP-801	C. E. Ballard	J. S. Abercrombie Company	1-30-53	554	377	"
PDP-802	James M. Munnerlyn, et ux	J. S. Abercrombie Company	3-26-53	558	467	"
PDP-803	Ernest Le Blanc, et ux	J. S. Abercrombie Company	4-10-53	559	545	"
PDP-804	F. F. Meadors	J. S. Abercrombie Company	6-30-53	566	307	"
PDP-805	Granville O. Hanson, et ux	J. S. Abercrombie Company	7-3-53	567	52	"
PDP-806	C. E. Ballard	J. S. Abercrombie Company	6-24-53	567	53	"
PDP-809	Lenoir M. Josey, Inc.	Pan American Petroleum Corporation, et al	10-13-60	777	334	"

101

EXHIBIT "A"

Page 46

STATE OF TEXAS, COUNTY OF BRAZORIA

<u>MOC LEASE NUMBER</u>	<u>LESSOR/GRANTOR</u>	<u>LESSEE/GRANTEE</u>	<u>INSTRUMENT DATE</u>	<u>RECORDED</u>		<u>TYPE OF RECORD</u>
				<u>BOOK</u>	<u>PAGE</u>	
PDF-919	Texaco, Inc.	Mobil Oil Corporation	12-17-73	1190	388	Deed
PDF-927	Lloyd W. Richardson Construction Corp.	Mobil Oil Corporation	3-21-77	1332	240	"
PDF-931	Phillips Petroleum Corporation	Mobil Oil Corporation, et al	12-14-78	1435	288	"

DEED
VOL 1491 PAGE 832

FILED FOR RECORD
8:50 PM JAN 3 1980

JAN 3 1980

H. R. STEVENS, JR.
CLERK OF DISTRICT COURT, BRAZORIA CO., TEXAS
BY *[Signature]* DEPUTY

6384

QUITCLAIM DEED

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I KNOW ALL MEN BY THESE PRESENTS:

THAT WE, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, both of Brazoria County, Texas, hereinafter called "GRANTORS", for and in consideration of the sum of TEN (\$10.00) DOLLARS cash and other valuable consideration in hand paid by the GRANTEE herein named, the receipt of which hereby is acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM, unto CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, St. Louis, Missouri, all of our right, title and interest in and to that certain tract or parcel of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

Tract No. 24, Brazos Coast Investment Company
Subdivision No. 8, F. J. Calvit League, Abstract
51, Brazoria County, Texas, according to the map
or plat thereof duly recorded in the Plat Records
of said County and State, to which reference here
is made for all purposes.

TO HAVE AND TO HOLD all of our right, title and interest in and to the above described property and premises unto the said GRANTEE, its successors and assigns forever, so that neither we nor our heirs, legal representatives or assigns, shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

EXECUTED this the 29th day of February, 1980.

A. B. Williamson
A. B. WILLIAMSON

Margaret G. Williamson
MARGARET G. WILLIAMSON

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day
personally appeared A. B. WILLIAMSON
known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day
of February, 1980.

Madalynne Reichenbach

Notary Public in and for
County, Texas
My Commission Expires: 2-28-81

MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally
appeared Margaret G. Williamson, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that
she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day
of March, 1980.

Susie Patton
Notary Public, in and for Brazoria County,
Texas

SUSIE PATTON
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

FILED FOR RECORD

At 2:16 PM on 3-5-80

MAR 5 1980

H. R. STEVENS, JR.
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS
By the undersigned authority

7617

RELEASE OF LIEN

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the payment in full of that certain Promissory Note in the original principal sum of \$19,000.00, dated July 31, 1975, made by Gulfco, Inc., and payable to the order of Brazosport Bank of Texas, said Note being more particularly described in that certain Deed of Trust dated July 31, 1975, to D. M. Harsdorff, Trustee, of record in Volume 481, Page 910 of the Deed of Trust Records of Brazoria County, Texas, all involving the following described property situated in Brazoria County, D-152 Texas:

THE SURFACE ONLY OF a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE, North 44 deg. 24 min. East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE, South 45 deg. 36 min. East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE, in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;

THENCE, North 45 deg. 36 min. West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the PLACE OF BEGINNING;


the undersigned, being the owner and holder of said above Note, hereby RELEASES and DISCHARGES the hereinabove described property from any and all liens created by virtue of said Note, and hereby

declares said Note, and the lien securing the same, as shown by said Deed of Trust, fully released and discharged.

WITNESS THE EXECUTION HEREOF, this the 13th day of March, 1980.

ATTEST:

BRAZOSPORT BANK OF TEXAS

 By Clara Knopp Secretary
Dan Walsh Senior Vice-President
DAN WALSH

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared Dan Walsh, SR Vice-President of BRAZOSPORT BANK OF TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of March, 1980.

FILED FOR RECORD
AT 8:20 O'CLOCK A M.

MAR 17 1980

H. R. STEVENS, JR.
CLERK COUNTY COMPT. BRAZORIA CO., TEXAS
BY Shelia Finch DEPUTY

Shelia Finch
Notary Public in and for
Brazoria County, Texas
My Commission Expires: 4/22/81

SHELIA FINCH
Notary Public in and for Brazoria County, Texas
My Commission Expires Nov. 22, 1981

GENERAL WARRANTY DEED

11072

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I KNOW ALL MEN BY THESE PRESENTS:

THAT CHROMALLOY AMERICAN CORPORATION, a Delaware corporation, acting by and through James A. Siskood, its Agent and Attorney-In-Fact duly authorized, hereinafter called "GRANTOR", for the consideration hereinafter set out, have GRANTED, SOLD and CONVEYED, and by these presents hereby does GRANT, SELL and CONVEY unto FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, hereinafter called "GRANTEE", all those certain lots, tracts or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

TRACT ONE:

THE SURFACE AND SURFACE ONLY OF Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

TRACT TWO:

THE SURFACE AND SURFACE ONLY OF Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

TRACT THREE:

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

This conveyance is made and accepted subject to all of the following easements, rights-of-way, restrictions and mineral and royalty reservations and exceptions:

(a) Easement for construction of Intracoastal Waterway and disposal of spoil as described in instrument from Harrison Oil Company, et al to United States of America, dated August 19, 1937, recorded in Volume 298, Page 7, Deed Records, Brazoria County, Texas.

(b) Easement for highway or road purposes as described in instrument from Joe M. Baggott, et al to Brazoria County, dated April 24, 1961, recorded in Volume 798, Page 674, Deed Records, Brazoria County, Texas.

(c) Easements as shown on plat of Brazos Coast Investment Company Subdivision No. 8, appearing in Volume 2, Page 141, et seq., Plat Records, Brazoria County, Texas.

(d) Minerals as described in instrument from A. B. Williamson, et ux to Vernon C. Wilson, dated December 17, 1964, recorded in Volume 896, Page 328, Deed Records, Brazoria County, Texas, and all rights incident thereto.

(e) Royalty interest as described in instrument from Magnolia Petroleum Co., et al to F. K. Stevens, dated December 6, 1954, recorded in Volume 609, Page 139, Deed Records, Brazoria County, Texas, and all rights incident thereto.

(f) Any right, title, interest or claim of any character had or asserted by the State of Texas, or by any government or governmental authority, or by the public generally, in or to that part of the property herein described affected by the ebb and flow of the tide.

(g) Easement for construction of Intracoastal Waterway and disposal of spoil as described in instrument from Brazoria County to United States of America, dated January 11, 1939, recorded in Volume 319, Page 61, Deed Records, Brazoria County, Texas.

(h) Minerals as described in instrument from J. W. Dennis to Frank K. Stevens, dated May 2, 1955, recorded in Volume 621, Page 307, and in instrument from Frank K. Stevens to Joe M. Baggott, dated June 5, 1955, recorded in Volume 624, Page 259, Deed Records, Brazoria County, Texas, and all rights incident thereto.

(i) Royalty interest as described in instrument from James Francis McSherry, et al to A. B. Williamson, recorded in Volume 868, Page 959, Deed Records, Brazoria County, Texas, and all rights incident thereto.

The consideration for this conveyance is the sum of TEN (\$10.00) DOLLARS cash and other valuable considerations paid by GRANTEE to GRANTOR, the receipt and sufficiency of which GRANTOR hereby acknowledges.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances there- to in anywise belonging unto the said GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself and its successors to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this the 11th day of April, 1980.

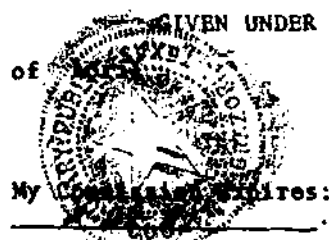
CHROMALLOY AMERICAN CORPORATION

James A. Silkwood
JAMES A. SILKWOOD, Its
Agent and Attorney-In-Fact

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared JAMES A. SILKWOOD, AGENT AND ATTORNEY-IN-FACT of CHROMALLOY AMERICAN CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowl- edged to me that he executed the same for the purposes and con- sideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of April, 1980.



Madalyn Reichensbach
Notary Public in and for
County, Texas
MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

C E R T I F I C A T E

The undersigned, William B. Roberts, does hereby certify that he is Secretary of Chromalloy American Corporation, a Delaware corporation (hereinafter referred to as the "Corporation").

He does further certify that at a Regular Meeting of the Board of Directors of the Corporation, duly called and held on February 21, 1980, a quorum being present and acting throughout, the Resolution herein recited (a true copy of which attached hereto as Exhibit "A") was adopted and that such Resolution has not been modified.

He does hereby designate and certify that James A. Silkwood is hereby authorized to execute and deliver such documents as may be necessary to effect the sale by the Corporation of certain parcels of land in Brazoria County, Texas and the assignment of that certain Lease by and between the Corporation and Anthony Zanakos of that certain parcel of land also located in Brazoria County, Texas, which parcels are more particularly described in the Resolution herein recited.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the seal of the Corporation this eighth day of April, 1980.



William B. Roberts
Secretary

February 21, 1980
Board of Directors meeting

RESOLVED, that the appropriate Officers of the Corporation or James A. Silkwood, be, and they each hereby are, authorized and directed to execute and deliver on behalf of the Corporation, any and all documents and take any and all other actions which they, or any of them, shall deem necessary or desirable to effectuate the purchase of certain parcels of land, known as Tract Nos. 24(a), 25 and 55 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, and the improvements located thereon, for a cash purchase price of approximately \$87,500; and be it further

RESOLVED, that the appropriate Officers of the Corporation or James A. Silkwood, be, and they each hereby are, authorized and directed to execute and deliver on behalf of the Corporation, any and all documents and take any and all other actions which they, or any of them, shall deem necessary or appropriate to effectuate the sale of certain parcels of land, known as Tract Nos. 24(a), 24(b), 25 and 55 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, and the improvements located thereon, and the assignment of that certain lease by and between the Corporation and Anthony Tanakos, of that certain parcel of land and the improvements located thereon, known as Tract 23, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, for a cash sale price of approximately \$415,000.00.

1507-832

THE STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

BEFORE ME, the undersigned authority, on this day personally appeared William B. Roberts, Secretary of Chromalloy American Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the eighth day of April, 1980.

Elaine K. Myers
Notary Public in and for
St. Louis County, Missouri

My Commission Expires:

May 10, 1980



FILED FOR RECORD
AT 8:00 O'CLOCK A M.

APR 17 1980

H. R. STEVENS, JR.
CLERK OF COUNTY CLERK, TEXAS
BY [Signature] DEPUTY

Tract No. 25

476/232

1

1

476/232

I

I

D - 156

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 543;
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 11 and 12, Block 546; Lots
 17 and 19, Block 549; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
 11 and 12, Block 550; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
 11 and 12, Block 553; Lots 11 and 15, Block 555; Lots
 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 21, 23 and 24,
 Block 556; Lots 7 and 11, Block 557; Lots 11, 12, 13
 and 14, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 8, Block
 559; Lots 2, 3 and 5, Block 571; Lots 1, 2, 4, 5, 6, 7, 8,
 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and
 24, Block 572; Lot 6, Block 573; Lot 17, Block 576;
 Lots 1, 2, 3, and 4, Block 580; Lot 11, Block 581; Lots
 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21,
 22, 23 and 24, Block 582; Lots 1, 2, 7, 15, 16, 17, 18, 19,
 20, 21, 22, 23 and 24, Block 584; All of Block 586; Lots
 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24,
 Block 589; Lot 24, Block 600; All of Block 602; Lot
 1, Block 604; Lot 13, Block 605; Lot 19, Block 607;
 Lot 6, Block 608; Lots 9, 10, 23 and 24, Block 614;
 All of Block 615; Lot 21, Block 617; Lots 5, 11, 14, 15,
 and 23, Block 620; All of Block 624; Lot 12, Block 636;
 All of Block 637; All of Block 639; Lots 11 and 15,
 Block 640; Lots 10, 11 and 19, Block 641; Lots 9 and 13,
 Block 642; Lots 9 and 16, Block 644; Lot 12, Block 645;
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 19 and 20,
 Block 646; Lots 1 and 2, Block 648; All of Block 651;
 Lot 5, Block 655; Lots 3 and 4, Block 656; Lots 4 and
 21, Block 657; Lot 22, Block 658; All of Block 661;
 Lots 16, 18 and 22, Block 662; Lot 13, Block 663; Lots
 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 674;
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17,
 20, 21, 23 and 24, Block 680; Lot 11, Block 681; Lot 3,
 Block 682; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12,
 Block 684; Lots 11 and 20, Block 695; Lot 5, Block 696;
 All of Block 711; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
 12, 13, 14, 19, 20, 21, 23 and 24, Block 714; Lots 1, 2,
 5, 11, 12, 15, 16, 17, 18, 19 and 20, 23 and 24, Block 726;
 Lot 6, Block 729; Lot 9, Block 730; All of Block 732;
 Lots 14, 16 and 23, Block 733; All of Block 740; Lots 1,
 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 20, Block 745;
 Lots 11, 12, 13, 14, 18, 19, 20, 21, 23 and 24, Block 746;
 Lots 8 and 23, Block 752; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9,
 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and
 24, Block 753; All of Block 757; Lots 4, 9, 12 and 23,
 Block 760; Lot 20, Block 761; Lots 1, 2, 3, 4, 5, 6, 7,
 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, and
 24, Block 762; $\frac{1}{2}$ of Lot 16 and $\frac{1}{2}$ of Lot 9, Block 763;
 Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 764; $\frac{1}{2}$ of Lots 3, 4
 and 5, Block 768; All of Block 770; Lot 3, Block 773;
 Lots 11, 12 and 13, Block 775; Lot 13, Block 779; Lots
 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,
 18, 19, 20, 21, 22, 23 and 24, Block 780; All of Block
 782; All of Block 785; Lots 13, 14, 15, 16, 17, 18, 19,
 20, 21, 22, 23 and 24, Block 786; Lot 16, Block 788;
 Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
 19, 20, 21, 22, 23 and 24, Block 789; All of Block 791;
 All of Block 792; Lot 12, Block 795; All of Block 796;
 Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24,
 Block 798; Lot 12, Block 803; Lots 11 and 15, Block 805;
 All of Block 808; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 811; Lots
 4, 5, 6, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
 22, 23 and 24, Block 813; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9,
 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24,
 Block 814; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12,
 Block 815.

II.

The following described lots, blocks and tracts of land situated in the town of Quintana, in Brazoria County, Texas, according to the map, plat and subdivision thereof duly of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes, to-wit:

$\frac{1}{2}$ of Lot 3, Block 14; $\frac{1}{2}$ of Lot 5, Block 11; $\frac{1}{2}$ of Lot 11, Block 21; $\frac{1}{2}$ of Lots 1, 2 and 12, Block 24; $\frac{1}{2}$ of Lot 9, Block 35; $\frac{1}{2}$ of Lot 12, Block 43; $\frac{1}{2}$ of Lots 3 and 4, Block 73; $\frac{1}{2}$ of Lots 1, 2, 11 and 13, Block 134A; $\frac{1}{2}$ of Lot 4, Block 140.

III.

Tracts Nos. 25 and 125 in Division No. 8 of the Brazos Coast Investment Company Subdivision of the P. J. Calvit Survey, Abstract No. 51, in Brazoria County, Texas, according to the map and plat of said subdivision duly of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

IV.

Tract No. 32 in Division No. 2 of the Brazos Coast Investment Company Subdivision of the P. J. Calvit Survey, Abstract No. 51, in Brazoria County, Texas, according to the map and plat of said subdivision duly of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

V.

Tract of 3.88 acres of land, being a part of Lot No. 1 of the subdivision of the M. B. Nichols Survey, Abstract No. 103, in Brazoria County, Texas, and being all the land in said survey in which I have an interest whatsoever.

VI.

All of the gas, sulphur and all other minerals in and under a tract of 15 acres of land, same being Lot B, Division No. 2 of the Brazos Coast Investment Company Subdivision of the P. J. Calvit Survey, Abstract 51, in Brazoria County, Texas, according to the map and plat of said subdivision duly of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

This conveyance expressly and specifically covers and includes and there is herenov assigned, transferred and delivered unto the said S. W. Hudgins all of my right, title and interest in and to any and all moneys now on hand in any and all bank accounts belonging to the Hudgins Estate and myself as an executor of the estate of the said S. W. Hudgins and Emma H. Hudgins, both deceased, as above stated, together with all my right, title and interest in and to any and all indebtedness evidenced by

notes, as well as all claims which may be due and owing to the estates of S. H. Hudgins and Emma R. Hudgins, both deceased, or either of them, or to me as an heir of my said father, S. H. Hudgins, and mother, Emma R. Hudgins, both deceased, or either of them.

TO HAVE AND TO HOLD the above described property, together with all and singular the said premises unto the said S. W. Hudgins, his heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said S. W. Hudgins, his heirs and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

It is understood and agreed that the said S. W. Hudgins assumes and agrees to pay my proportionate part of any and all taxes which are charged against said property and this deed as to said taxes is not a warranty.

WITNESS MY HAND THIS 5th day of May, 1950.

A. F. Hudgins
A. F. Hudgins

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. F. HUDGINS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th day of May, 1950.

Willie Ferguson
Notary Public in and for Brazoria
County, Texas.

known to me to be the person
whose name is subscribed to the foregoing instrument
and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th
day of May, 1955.

Notary Public, Brazoria
County, Texas

Filed for Record at 10:10 o'clock A.M., May 2, 1955, H. R. Stevens, Jr.
Clerk County Court, Brazoria Co., Texas, By [Signature] Deputy

THE STATE OF INDIANA §

5991

COUNTY OF VIGO §

KNOW ALL MEN BY THESE PRESENTS:

That I, J. W. Dennis, of the County of Vigo, State of Indiana
for and in consideration of the sum of Five Hundred Fifty (\$550.00) and
no/100 Dollars to me in hand paid by Frank K. Stevens, have Granted,
Sold and Conveyed, and by these presents do Grant, Sell and Convey unto
the said Frank K. Stevens of the County of Brazoria, State of Texas, all
that certain tract or parcel of land to-wit:

Lot or Tract No. 25 in Division No. 8 in the Brazos
Coast Investment Company Subdivision of part of the
F. J. Calvit League, Abstract No. 51 in Brazoria
County, Texas according to the recorded plat of such
subdivision in Plat Book No. 2 page 144; being the
same tract of land conveyed to me by Lasterson, Bee
& Voglesang by deed dated August 31, 1909 and record-
ed in Deed Book 92 page 159 of the records of said
county. Said tract originally containing 5 acres of
land.

Also a lot in the town of Velasco, being Lot No. 8
Block 641 according to the recorded plat of said town
which is also located in Brazoria County, Texas.
Said lot was conveyed to me by the same deed as the
5 acre tract.

As to the said Tract No. 25 in Division 8, grantor
herein excepts from this conveyance, and reserves
unto himself, his heirs, or assigns forever, all oil,
gas, sulphur and other minerals in and under said
5 acre tract of land together with right of ingress
and egress for the purpose of surveying, prospecting
producing, storing, processing and marketing of either
or any or all of such products.

TO HAVE AND TO HOLD the above described premises, together with all
and singular, the rights and appurtenances thereto in anywise belonging
unto the said Frank K. Stevens, his heirs and assigns forever; and I do

hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Frank K. Stevens, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under me, but not otherwise.

Witness my hand at Terre Haute, Indiana this 2nd day of May, A. D. 1955.

J. W. Dennis
J. W. Dennis

THE STATE OF INDIANA |
COUNTY OF VIGO |

BEFORE ME, the undersigned, a Notary Public, in and for said County, Indiana, on this day personally appeared J. W. Dennis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of May, A. D. 1955

Anna H. Chamberlain
Notary Public in and for
Vigo County, Indiana

*My commission expires,
March 3rd, 1959.*

Filed for Record at _____
Clerk County Court, _____

5995

NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA
My Comm. Expires _____

I, Herbert Allen, of the County of Polk, State of _____, do hereby certify that on the _____ day of _____ 1955, I received of the said _____ (\$10.00) DOLLARS and other good and lawful money of the said _____ to me cash in full paid by Viva S. _____ of the County of _____ State of _____, who is hereby acknowledged and confessed, HAVE GRANTED, SUFFERED, and to these presents do Grant, Sell and Convey, unto the said Viva S. _____, a widow, all that certain _____ of land lying and being situate

THE STATE OF TEXAS.

SINGLE ACKNOWLEDGMENT

County of _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ethyl H. Williams, a feme sole and Richard J. Higgins known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of May A. D. 1955.

(L.S.)

Notary Public in and for Brazoria County, Texas.

Filed for Record at _____

Clerk County Court, Brazoria County, Texas.

THE STATE OF TEXAS, }

7313

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

That I, S.W. Hudgins

of the County of Brazoria and State of Texas, for and in consideration of the sum of Ten (10.00) DOLLARS,

to me in hand paid by Frank K. Stevens

of the County of Brazoria and State of Texas, the receipt of which is hereby acknowledged, do, by these presents, BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM unto the said Frank K. Stevens

my heirs and assigns, all my right title and interest in and to that certain tract or parcel of land lying in the County of Brazoria and State of Texas, described as follows, to-wit:

All that certain tract or parcel of land known and designated as Tract No. 45 in Division No. 8 in the Brazos Coast Investment Company Subdivision of part of the F.J. Calvit League Abstract in Brazoria County, Texas, being the same tract which was lawfully included in a deed to me recorded in Vol. 476 pg. 232 from A.F. Hudgins conveying numerous lots and tracts of land, it being so stated that this tract was included in this deed through error.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Frank K. Stevens

my heirs and assigns, forever, so that neither I, the said

my heirs, nor any person or persons claiming under me shall, at any time hereafter, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Velasco, Texas this 6th day of June A. D. 1955

Witness at Request of Grantor:

S.W. Hudgins

62 3/4
578

624
259
THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

7602

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Frank K. Stevens of the County of Brazoria, and State of Texas, for and in consideration of the sum of \$4500.00 to be paid to me as follows:

\$180.00 cash in hand paid, receipt of which is hereby acknowledged, and the balance evidenced by one Installment Note of even date herewith in the sum of \$4320.00 payable in 89 regular monthly installments of \$60.00 each, beginning July 5, 1955, one installment being due on the 5th day of each succeeding month thereafter until paid, and one final payment of \$35.34 which will be payable January 5, 1963, if not sooner paid. Said note bears interest at 6% per annum, said interest to be amortized in the monthly payments. Grantee shall have the privilege of accelerating the payments on this note by the payment of larger installments which shall be even multiples of the regular installments. In the event of such acceleration of the payments, equitable adjustment of the interest will be made at the final settlement. The above lien is further secured by Deed of Trust of even date herewith to F.W.Stevens, Trustee.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Joe M. Baggett of the County of Brazoria, State of Texas, all that certain tract of land described as follows, to-wit:

Tract No. 25, in Division No. 8, of the Brazos Coast Investment Company's Subdivision in the P.J. Calvit League, Abstract No. 51, in Brazoria County, Texas, according to Plat of said Subdivision recorded in Vol. 2 pg. 143-144 of the Plat Records of said County.

There is excepted from this conveyance all minerals under this tract, which were retained by Mr. J.W. Dennis in his deed to Frank K. Stevens, dated May 2, 1955, recorded in Vol. 621 pg. 307 of the Deed Records, together with the usual rights connected therewith as set out in said deed. It is the intention of the grantor herein to convey to the grantee herein the Surface Only of the above described tract.

This conveyance is subject to whatever rights the United States of America acquired under the easement and right of way for the Intra-coastal Canal, which rights included the right of spoil disposal, etc., as set out in the easement from Brazoria County to the United States of America as shown in vol. 319 pg. 61 of the Deed Records of Brazoria County.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights, and appurtenances thereto in anywise

belonging unto the said Joe Baggett, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Joe Baggett, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this the 5th day of June, A.D. 1955.

Frank K. Stevens

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, a Notary Public in and Brazoria County, Texas, on this day personally appeared Frank K. Stevens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of June, 1955.

JANE PRICE

Notary Public in and for Brazoria County, Texas

Jane Price
Notary Public in and for Brazoria
County, Texas



THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

7603

KNOW ALL MEN BY THESE PRESENTS: That R. & B. Construction Corp., a corporation, acting herein by and through its President, Sims McDonald, hereunto duly authorized, of Brazoria County, Texas, called the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to it in hand paid by Clyde M. Newman and wife, Margarette W. Newman, of Brazoria County, Texas, called the GRANTEES, the receipt of which is hereby acknowledged and confessed, and the further consideration of the sum of Ten Thousand Five Hundred Fifty and No/100 Dollars (\$10,550.00) to it in hand paid by W. D. Weller Investment Company, at the special instance and request of the GRANTEES herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the GRANTEES herein have executed their

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#11162
Joe M. Baggett
to
T.C. Baggett, et al

Instrument-----Warranty Deed
Dated---Oct. 11, 1960
Filed---Oct. 11, 1960 at 10:55 a.m.
Recorded in Deed Book 776 pg. 432

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

11162

That I, Joe M. Baggett, of Brazoria County, Texas, hereinafter called Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars cash and other valuable consideration to me in hand paid by T. C. Baggett, W. L. Hansons, M. K. Evans, E. Edgar, H. C. Hays, F. D. Harrell, E. G. Harrell, C. W. McFarland, Ted S. Dixon and J. R. Hughes, of Brazoria County, Texas, hereinafter called Grantees, the receipt of which is hereby acknowledged and confessed, and the further consideration of the assumption and agreement by Grantees to pay an 10/11ths portion of the unpaid balance of one certain promissory note in the principal sum of four Thousand Three Hundred Twenty (\$4320.00) Dollars, payable to Frank K. Stevens with interest thereon and subject to the terms of said note more particularly described in a Warranty Deed wherein Frank K. Stevens conveys the property herein described to Joe M. Baggett, which record now appears in Volume 624 on Page 250 of the Deed Records of Brazoria County, Texas, to which reference is here made; and the Grantees herein, upon accepting this deed, expressly assume an 10/11ths portion of such promissory note and agree to pay such portion of such note in full according to its face, tenor and effect as a part of the consideration for this deed.

HAVE GRANTED, SOLD AND CONVEYED and by these presents do hereby GRANT, SELL AND CONVEY unto the said Grantees herein of Brazoria County, Texas, an undivided 10/11ths interest in that certain lot, tract, or parcel of land together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Tract No. 25, in Division No. 4, of the Brazos Coast Investment Company's Subdivision in the U. J. Calvit Leasing, Abstract No. 51, in Brazoria County, Texas, according to Plat of said Subdivision recorded in Volume 2, page 143-144 of the Plat Records of said County

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever, and the Grantor does bind himself, his heirs and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND this the 11th day of October, 1960.

Joe M. Baggett
Joe M. Baggett

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority in and for said County and State on this day personally appeared Joe M. Baggett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of October, 1960.

Louise S. Bailey
Notary Public In & for Brazoria County, Texas.

LOUISE S. BAILEY
Notary Public in and for Brazoria County, Texas.
My Commission Expires June 1, 1961

23397

STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That we,
A. B. Williamson, of Brazoria County, Texas, herein-
after called Lessor, and Chromalloy ~~Chromalloy~~ American Corporation,
Gulfc0 Division, a Delaware corporation, hereinafter
called Lessee, have this day made and entered into the
following:

I

Subject to all the conditions and stipulations
hereinafter set forth and the full and faithful performance
by Lessee of all the terms, conditions and covenants,
hereof, Lessor has leased, demised and rented and by
these presents does Lease, Demise and Rent unto Lessee
the following described properties:

All of Tracts 25 and 55, Brazos Coast
Investment Company Subdivision, No. 8, F.J.
Calvit Survey, Abstract 51, Brazoria County,
Texas, according to the map or plat of said
subdivision as duly recorded in the Brazoria
County, Texas Plat Records, to which reference
is here made for all purposes.

II

This lease shall be for a period of ten years,
beginning the 1st day of November, 1975 and shall continue
for a period ending on October 31, 1985, but should the
Lessee or its successors or assigns fail to comply with
any of the conditions and stipulations herein contained,
it shall be optional with Lessor, his heirs or assigns,
or legal representatives to terminate said lease as
hereinafter provided.

III

The Lessee obligates and binds itself to pay to
the Lessor, as rentals, the sum of \$72,000.00. Said
rentals shall be payable in monthly installments of \$600.00
each, the first monthly installment having been paid, the
receipt of which is hereby acknowledged by Lessor, and

the second monthly installment shall be due and payable on or before December 1, 1975, and a similar monthly installment shall be due and payable on the first day of each succeeding month thereafter for a total of 120 monthly installments, said installments being payable to Lessor at Lessor's address hereinafter set out.

IV

Lessor warrants that all ad valorem taxes assessed against the premises have been paid to and including the year 1974.

V

As further consideration for this lease, the Lessee obligates and binds itself to pay off and discharge all taxes, assessments and any and all other charges which may be levied, charged or imposed as a lien upon said premises, or any part thereof, including any and all improvements thereon which may be placed upon the premises or any part thereof during the term of this lease, all of which shall be paid off, satisfied and discharged before any penalties are incurred or imposed upon said premises.

VI

It is understood by and between the parties hereto the lands described herein are vacant and unimproved, and it is expressly agreed that the Lessee may use said premises during the term hereof for any lawful purpose or purposes including, but not limited to, any and all riparian rights and canal use rights, together with the right to erect, construct or locate upon the leased premises any improvements, permanent or otherwise, attached to said land or otherwise, which Lessee in its discretion shall determine, including the right to maintain, repair, remove and replace the same at all times, from time to time.

VII

Lessee shall and may peaceably have, hold and enjoy the demised premises together with all of the rights, privileges, easements and appurtenances necessary or incidental

to the enjoyment of the demised premises, subject to the terms and conditions hereof and provided Lessee pays the monthly installments on the rentals herein recited and also performs all of the other covenants and agreements contained herein.

VIII

Lessee has inspected the premises and accepts them in their present condition.

IX

No mechanic's lien or any other lien shall ever be created by the Lessee, either statutory or voluntary, that shall in any manner affect or impair the rights of the Lessor in and to said premises, including any improvements that may be constructed and placed thereon and in case of forfeiture of this lease as herein provided for, the right of the Lessor to take said property and all improvements thereon free and unencumbered from any and all liens created by the Lessee shall not in any manner be affected or impaired, and all such liens created by the Lessee, voluntary or involuntary, shall always be subordinate and inferior to the superior rights of the Lessor under the terms of this contract.

X

It is understood that whenever in this lease the word "Lessor" is used it shall apply to and inure to the benefit of the Lessor, or his heirs, or legal representatives or assigns and that whenever the word "Lessee" appears it shall apply to and inure to the benefit of the Lessee, its successors and assigns and that the Lessee shall have the right to assign this lease or to sublet said premises or any part thereof, provided it has fully complied up to the date of such assignment or subletting with all of the stipulations and agreements herein contained and further providing that the assignee or sublessee shall agree, in writing, to abide by all of the terms, conditions and stipulations contained

in said lease and shall obligate themselves to perform the same.

XI

In the event the Lessee shall fail to pay any taxes, assessments or other charges imposed by law which would be a lien on said property within the time specified by law for its payment, then Lessor shall have the right to pay off such taxes, assessments or other charges that are liens on said property or to redeem said premises from the same and the amount so paid by the Lessor, including reasonable expenses and all costs which have been incurred by such failure shall bear interest from the date of such advancement or payments at the rate of ten per cent per annum, until the same has been repaid.

XII

The rights granted Lessor in this lease are cumulative and are not to be construed as exclusive of any other rights or remedies allowed by law and that the possession of said premises by the Lessee, or its assigns, shall be subject to the provisions, terms, conditions and stipulations herein contained and shall be so held by the Lessee as tenants of the Lessor.

XIII

In the event Lessor shall, without default on his part, be made party to any litigation commenced by or against the Lessee, then the Lessee shall pay all costs including attorney's fees incurred by or against the Lessor or in connection with such litigation and fully indemnify the Lessor against such costs, damages and expenses and it is further stipulated and agreed that in the event the Lessee fails to comply with the covenants and agreements set forth in this lease and the Lessor shall resort to litigation to compel the Lessee to comply with the terms hereof and should be successful therein that all costs and expenses

including reasonable attorney's fees that the Lessor incurred in said litigation shall be paid by the Lessee.

XIV

In the event Lessee fails to comply with the terms of this agreement, then Lessor shall give notice to Lessee of the failure to comply by giving written notice addressed to the Lessee at the address hereinafter provided by certified or registered mail, whereupon Lessee shall have thirty days from the date said notice is deposited in the post office addressed to the Lessee at the address hereinafter set forth to correct such failure or compliance. In the event Lessee fails to comply with the notice within thirty days from the date of deposit in the U. S. Post Office, then Lessor shall, at Lessor's option, terminate the contract for all purposes and take over possession of said properties or Lessor, at Lessor's option, may demand the unpaid rent for the remaining ten year term due and payable or Lessor, at Lessor's option, may require Lessee to purchase the premises in accordance with the agreement to purchase as hereinafter set forth.

XV

Notice as provided hereunder shall be given as follows, or such other addresses as may be supplied in writing by one party to the other during the term of this agreement.

Address of Lessor

RFD Route 1
Angleton, Texas 77515

Address of Lessee

P. O. Box 0
Freeport, Texas 77541

XVI

Lessee has agreed and by this instrument does hereby agree to purchase the above described lands on or before October 31, 1985 upon the following terms and conditions:

A. Lessee shall give Lessor thirty days notice of its intention to purchase.

B. Lessee shall execute and deliver to American Title Comaany, Angleton, Texas, a general warranty deed, said deed being from Lessor, his heirs or assigns, and the Grantee in said deed shall be Lessee, its successors and assigns. Said general warranty deed shall provide that the premises shall be free and clear of all liens and encumbrances.

C. Lessee shall pay to Lessor the sum of \$60,000.00 representing the purchase price for said premises plus any unpaid rentals due and owing prior to the date of closing plus any and all other costs, taxes, assessments or amounts owing by Lessee to Lessor under the terms of this contract.

D. Lessor will furnish an owner's title policy to Lessee from American Title Company, Angleton, Texas, its successors and assigns, the costs of said owner's title policy to be borne by Lessee.

XVII

Lessor has agreed and by this instrument does hereby agree to furnish Lessee a leasehold title policy to be issued by American Title Company, Angleton, Texas, in the amount of the agreed rentals, namely, \$72,000.00.

XVIII

This agreement shall be binding by all parties hereto, their heirs, administrators, executors, successors and assigns. The effective date of this agreement is November 1, 1975.

EXECUTED in duplicate originals this the 4th day of December, 1975.

A. B. Williamson
A. B. Williamson LESSOR

CHROMALLOY BBZ CBW
CHROMALLOY AMERICAN CORPORATION,
GULFCO DIVISION

By B. L. Tanner
B. L. Tanner, PRESIDENT LESSEE

D L E D

VOL 1267 PAGE 683

STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared A. B. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 4th day of November, 1975.

Joyce Elaine Tanner

Notary Public in and for
Brazoria County, Texas

JOYCE ELAINE TANNER

Notary Public

Brazoria County, Texas

STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared B. L. Tanner, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Chromalloy American Corporation, Gulfco Division, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 4th day of November, 1975.

Joyce Elaine Tanner

Notary Public in and for
Brazoria County, Texas

STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared B.L. Tanner, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Chromalloy American Corporation, Gulfco Division, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 4th day of November, 1975.

Ruth H. H. H.
Notary Public in and for Brazoria
County, Texas

FILED FOR RECORD

AT 8:46 O'CLOCK P.M.

NOV 6 1975

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY T. T. T. DEPUTY

6383

GENERAL WARRANTY DEED

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I KNOW ALL MEN BY THESE PRESENTS:

THAT A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, both of Brazoria County, Texas, hereinafter called "Grantors", for the consideration hereinafter set out, have GRANTED, SOLD and CONVEYED, and by these presents hereby do GRANT, SELL and CONVEY unto CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, St. Louis, Missouri, hereinafter called "Grantee", all those certain lots, tracts or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

TRACT ONE:

THE SURFACE AND SURFACE ONLY of Tract No. 25, Brazos Coast Investment Company Sub-division No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the Plat Records of said County and State, to which reference here is made for all purposes.

TRACT TWO:

Tract No. 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the Plat Records of said County and State, to which reference here is made for all purposes.

This conveyance is made and accepted subject to all of the following easements, rights-of-way, mineral and royalty reservations and exceptions:

(a) All oil, gas, sulphur and other minerals excepted and reserved in Tract 25 as described in Deed from J. W. Dennis to Frank K. Stevens, dated the 2nd day of May, 1955, of record in Volume 621, Page 307, of the Deed Records of Brazoria County, Texas.

(b) All minerals excepted in Tract No. 25 as described in Deed from Frank K. Stevens to Joe M. Baggett dated the 5th day of June, 1955, of record in Volume 624, Page 259, of the Deed Records of Brazoria County, Texas.

(c) An undivided 1/8th non-participating royalty interest in Tract No. 55 reserved in Deed from James Francis McSherry and Pritchett Harvey to A. B. Williamson, dated the _____ day of May, 1963, of record in Volume 868, Page 959, of the Deed Records of Brazoria County, Texas.

(d) Easement and spoil disposal rights granted by Brazoria County, Texas, to the United States of America by instrument dated the 11th day of January, 1939, of record in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

(e) Easement for highway or road purposes granted to Brazoria County by Joe M. Baggett, et al by instrument dated April 24, 1961, of record in Volume 798, Page 674, of the Deed Records of Brazoria County, Texas.

(f) Easements shown on plat of Brazos Coast Investment Company Subdivision No. 8 appearing in Volume 2, Page 141, et seq. of the Plat Records of Brazoria County, Texas.

The consideration for this conveyance is the sum of TEN (\$10.00) DOLLARS cash and other valuable consideration, the receipt of which hereby is acknowledged.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any-wise belonging unto the said Grantee, its successors and assigns forever, and Grantors hereby bind themselves, their heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this the 29th day of February, 1980.

A. B. Williamson
A. B. WILLIAMSON

Margaret G. Williamson
MARGARET G. WILLIAMSON

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day
personally appeared A. B. WILLIAMSON
known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day
of February, 1980.

Madalynne Reichenbach

Notary Public in and for
County, Texas
My Commission Expires: 2-28-81
MADALYNE REICHENBACH
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority on this day personally appeared
Margaret G. Williamson, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that she executed the same
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of
March, 1980.

Lucia Patton

Notary Public in and for Brazoria
County, Texas

NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

FILED FOR RECORD

AT 2:16 O'CLOCK P M

MAR 5 1980

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *Theresa L. Smith*

6385

LEASE TERMINATION AND RELEASE

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 5th day of November, 1975, a certain Lease Agreement, of record in Volume 1267, Page 677, of the Deed Records of Brazoria County, Texas, was entered into by and between A. B. WILLIAMSON of Brazoria County, Texas (therein and herein called "Lessor"), and CHROMALLOY AMERICAN CORPORATION, a Delaware corporation (therein and herein called "Lessee"), involving the following described properties:

All of Tracts 25 and 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, according to the map or plat of said subdivision as duly recorded in the Brazoria County, Texas, Plat Records, to which reference is here made for all purposes; and

WHEREAS, in said agreement the Lessee agreed, among other matters, to purchase the aforesaid property and premises from Lessor on or before October 31, 1985, for the consideration and upon terms and conditions therein set out; and

WHEREAS, said Lessee has given to said Lessor the required notice of Lessee's intention to purchase said property and Lessee has in all other respects complied with all of its obligations under said lease, and the parties do desire to terminate said lease effective immediately following the sale and conveyance of said property to Lessee by Lessor and to release each other of and from all obligations thereunder;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements herein contained, the parties hereby agree as follows:

Section 1

1.1 Lessor acknowledges that Lessee has paid to Lessor all rental payments to and including the date of this agreement which Lessee was obligated to make under and pursuant to the aforesaid lease agreement and that no further payments shall be required under said agreement for the reason that effective of even date and simultaneously herewith, but by separate instrument, Lessor is selling and conveying to Lessee and Lessee is purchasing and accepting from Lessor the aforesaid properties.

1.2 Lessor further acknowledges that Lessee has complied with, performed and discharged any and all other obligations of whatsoever nature either to Lessor or to third parties imposed upon Lessee by said lease agreement and hereby fully releases and discharges Lessee of and from any and all further obligations, past or present, accruing under or in any manner connected with said lease agreement, except the obligation to proceed with the purchase of said properties from Lessee as referred to above. Lessee likewise fully releases Lessor of and from all further obligations under said lease, except the obligation to proceed with the sale and conveyance of said properties to Lessee as referred to above.

1.3 The parties hereby agree that effective of even date herewith but immediately following and conditioned upon the closing of the sale and conveyance of the aforesaid leased premises to Lessee by Lessor said lease agreement hereby is terminated.

WITNESS the execution hereof, this the 29th day of February, 1980.

LESSOR:

A. B. Williamson
A. B. WILLIAMSON

LESSEE:

CHROMALLOY AMERICAN CORPORATION

By Chromalloy American Corporation

JOINDER BY WIFE OF A. B. WILLIAMSON

MARGARET G. WILLIAMSON, wife of A. B. Williamson, hereby joins in the execution of this instrument to evidence her agreement to be bound by it insofar as it may affect any interest she may have in said property.

Margaret G. Williamson
MARGARET G. WILLIAMSON

THE STATE OF TEXAS I
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared A. B. WILLIAMSON and MARGARET G. WILLIAMSON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of March, 1980.

Susie Patton
Notary Public in and for
Brazoria County, Texas
My Commission Expires: 7/27/80

SUSIE PATTON
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

THE STATE OF I
COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared W. D. Leathers,
Vice-President, Natural Resources Company, a Division

of Chromalloy American Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of March, 1980.

Susie Patton
Notary Public in and for
My Commission Expires: 7/27/80

SUSIE PATTON
NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

FILED FOR RECORD
AT 2:00 P.M. MAR 5 1980
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
H. R. Stevens, Jr.

Tract No. 55

THE STATE OF TEXAS

IN DISTRICT COURT OF BRAZORIA CO.

Vs No 36,760

JAN.-JUNE A.D. Term 1956

PATRICK MCSHERRY, ET AL

Recites that Residence or address of Defendants are unknown, and that all parties have been cited by publication and none have appeared to defend this suit or to file an answer. Therefore the Court appoints W. T. Rochelle to defend this suit in behalf of the defendants.

G. P. Hardy, Jr. Presiding Judge

LIST OF THE JUDGEMENT OF THE COURT: Rendered Jan. 23, 1956

This as a judgement in behalf of the Plaintiff, State of Texas for itself & Brazoria County and
Brazoria County Navigation District
Brazoria County Drainage District No. V
Brazoria County Road District No. 8
and for intervenors Brazoria County School District No. 26
Brazosport Independent School District
and City of _____

Recites Delinquent Taxes due by Defendants on Tract No. One, being 5 ac. in Abst. 51, F.J. Calvit, Tract 55, Division 8, Brazoria County, Texas, as follows:

To Plaintiff Years	<u>1929 to 1954</u>	& <u>58.06</u>	Suit # <u>25,149</u>	\$ <u>39.36</u>
To Intervenor School	<u>1945 to 1954</u>			\$ <u>18.47</u>
To Intervenor City				\$ _____

Recites Delinquent Taxes due by Defendants on Tract No. Two, being

as follows:

To Plaintiff, Years	_____	\$ _____
To Intervenor School	_____	\$ _____
To Intervenor City	_____	\$ _____

Recites Delinquent Taxes due by Defendants on Tract No. Three, being

as follows:

To Plaintiff, Years	_____	\$ _____
To Intervenor School	_____	\$ _____
To Intervenor City	_____	\$ _____

Recites Delinquent Taxes due by Defendants on Tract No. Four, being

as follows:

To Plaintiff, Years	_____	\$ _____
To Intervenor School	_____	\$ _____
To Intervenor City	_____	\$ _____

It is decreed that Plaintiff for it self and those municipal Districts for which it collects taxes, do recover from Defendants the sums above set out together with interest from date at the rate of 6% and that the Intervenor do recover the sum so shown with 6% interest and that if not paid that citation issue ordering sale of the property to pay such taxes

Owner of such property may within 2 years redeem same as provided by law, and that a writ of possession shall not issue to the purchaser until the right of redemption has expired.

uuo/19
The State of Iowa
County of Warrick Polk

9249

Know all men by these presents: That I, the undersigned, hereinafter called Grantor, of the County of Polk, State of Iowa, do hereby name, constitute and appoint Fritchett Harvey, hereinafter called

Attorney, of Houston, Texas, my true and lawful agent and attorney in fact and at law, for me and in my name, place and stead, to represent and act for me in all matters and things relating to that certain land, located in the State of Texas,

that I own by inheritance or devise directly or remotely, from, through or under my father, Patrick McSherry, deceased, and my mother, Mrs. Ella McSherry, both deceased, or either of them, and located in the state of Texas and to represent me in the administration, settlement and partition of the estate or estates of any person or persons by, through or under whom I hold, claim or derive title to any or said land and estate or estates, located in the state of Texas; to partition with other claimants, or contest claims of any and all others claiming such land or estates, or property, or any kind, adversely to me. And hereby grant to said Attorney full power and authority to take actual possession of, hold, manage, sue for and recover the title and possession of said land; and to prosecute to final judgment any and all suits and actions he deems necessary or proper to recover the possession and title to said land; and to prosecute, defend, settle, compromise, or dismiss any suit or suits or legal proceedings, and to appeal from any adverse judgment of any court affecting my title to any of said lands and property; to redeem said lands from tax sales and tax judgments, pay taxes thereon, to lease said lands to tenants if such course is necessary or in his opinion advantageous, and of assistance in recovering the same for me; and I do hereby empower said attorney to do all other things that in his opinion may be proper, advantageous or necessary in order to gain for the undersigned the possession of said land, and clear the title to same, and establish of record our title and claim to said land. And I do hereby ratify and confirm all things and acts that said Attorney may lawfully do in the premises, and for the purposes above outlined.

In consideration of the services rendered and to be hereafter rendered by the said Attorney, I, the undersigned, do hereby Grant, Sell and Convey unto said attorney, Fritchett Harvey, of Houston, Texas, an equal undivided one-half interest in and to all of the land and premises hereinbefore mentioned, described and referred to; and an equal undivided one-half interest in and to any and all rents, damages, and other thing of value that said attorney may recover for the undersigned. If, in the opinion of said Attorney, it is to my best interest, he is hereby empowered to redeem from taxes and tax sales said land, or any part thereof, and advance the money necessary for that purpose, as well as to pay any delinquent taxes on said land; and the money so advanced shall be returned to him, after the title to said property is cleared and established in the undersigned, and sold; and the remainder of the proceeds of such sale shall be divided one-half to the undersigned, and one-half to the said Attorney; and said attorney shall have a lien on said land to secure re-payment of any money paid by him to redeem said land from tax sale, or for taxes paid by him, until said land is sold and the proceeds of such sale divided as above provided.

Witness my hand at Des Moines, Iowa, this 26 day of June, A.D. 1956.

Francis McSherry

State of Iowa
County of Polk

for the County of Polk
personally appeared

Francis McSherry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office at

Mary E. Hall
Notary Public

Polk

county, Iowa

672
113

Given under my hand and seal of office this the
14th day of November, 1956.



Leandro B. Kees
(LEANDRO B. KEES)

Notary Public in and for
Brazoria County, Texas

Filed for Record at _____
_____ County Court, Brazoria County, Texas. By _____

The State of Iowa, **14704**
County of Polk. Before me, the undersigned authority, on this
day personally appeared Francis McSherry, to me well known, who, being first
duly sworn by me to speak the truth, the whole truth, and nothing but the
truth, does depose and say:
My full name is James Francis McSherry. I generally sign my name as
Francis McSherry. I am 37 years old, and have resided in Des Moines,
Polk county, Iowa, for the past 37 Years. My father and mother were
Patrick McSherry and wife, Ellen Agnes McSherry. They resided in Des Moines
Iowa, for many years before their respective deaths. My father, Patrick
McSherry, died in Des Moines, Iowa, on October 28, 1930. He left a will,
which was duly probated in Polk county, Iowa, under Probate No. 19222; by
which will he devised all of his estate, real and personal, to his wife,
Mrs. Ellen Agnes McSherry, and appointed her executrix of his will. My
mother, the said Mrs. Ellen Agnes McSherry, died without leaving a will,
on the 4 day of May, 1950, in Des Moines, Iowa; and
she was buried in the Glendale Cemetery, in said city. She
never re-married after the death of her husband, Patrick McSherry. I was
the only child born issue of the marriage of my aforesaid father and mother,
and neither of them were ever married to any other person, than to each other.
No other child, than myself, was ever born to either of them.

My father and mother owned real estate in Brazoria county, Texas, described
as Tract #55 in Subdivision #8 of the Brazos Coast Investment company's sub-
division, and also Lot No. 5 in block no. 763 in Velasco, in Brazoria county,
Texas. I have heard my father speak of said property, and that he bought
same from the Brazos Coast Investment company; and I know he paid taxes on
said property for a number of years.

Witness my hand at Des Moines, Iowa, this 21 day of August, 1956.

Francis McSherry
(Francis McSherry.)

Subscribed and sworn to before me by Francis McSherry on this 31st day
of August, 1956. And the said Francis McSherry, being known to me to
be the person whose name is subscribed to the foregoing instrument, acknowl-
edged to me, the undersigned Notary Public in and for Polk county, Iowa,
that he executed the foregoing instrument for the purposes and consideration
therein expressed. Given under my hand at Des Moines, in Polk county, Iowa,
this 31st day of August, A.D. 1956.

Lawrence Peter Christensen

Notary Public in and for Polk county, Iowa.

The State of Iowa.

14705

County of Polk.

Before me, the undersigned authority on this day personally appeared Andrew G. Bernetz, to me well known and who, being by me first duly sworn to speak the truth, the whole truth, and nothing but the truth, does depose and say:

My name is Andrew G. Bernetz, and I reside in Des Moines, in Polk county, Iowa, and have resided in said place for the past 37 years. I am well acquainted with Francis McSherry, who resides in Des Moines, Iowa; and have known him since he was a baby. I was also acquainted with his father and mother, namely, Patrick McSherry and wife, Mrs. Ellen Agnes McSherry, both of whom lived in Des Moines, Iowa, for about 40 years to my knowledge. Mr. Patrick McSherry died in Polk county, at his residence in Des Moines, Iowa, about October, 1930. His wife survived him, and she died, also in Des Moines, Iowa, on November 4th, 1950. The said Patrick McSherry and wife, Ellen Agnes McSherry, had only one child, issue of their marriage, said child being the above named Francis McSherry. I was well acquainted with Patrick McSherry and with his wife, Mrs. Ellen Agnes McSherry, and with their said son, Francis McSherry and visited with them on many occasions, and they visited with myself and family, as neighbors, for about 37 years. I now reside at 2406 Woodland Avenue, Des Moines, Iowa.

Witness my hand at Des Moines, Iowa, this 7 day of September, A.D. 1956.

+ *Andrew G. Bernetz*

Subscribed and sworn to before me by Andrew G. Bernetz, on this 7 day

of September, A.D. 1956. And the said Andrew G. Bernetz, being known to me to be the person whose name is subscribed to the foregoing instrument, on this day personally appeared before me, the undersigned authority, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Des Moines, in Polk county, Iowa, on this 7 day of September, A.D. 1956.

Mary C. Hahn

Notary Public in and for Polk county, Iowa.

672
114

The State of Iowa,

14705

County of Polk.

Before me, the undersigned authority on this day personally appeared Andrew G. Bernetz, to me well known and who, being by me first duly sworn to speak the truth, the whole truth, and nothing but the truth, does depose and say:

My name is Andrew G. Bernetz, and I reside in Des Moines, in Polk county, Iowa, and have resided in said place for the past 37 years. I am well acquainted with Francis McSherry, who resides in Des Moines, Iowa; and have known him since he was a baby. I was also acquainted with his father and mother, namely, Patrick McSherry and wife, Mrs. Ellen Agnes McSherry, both of whom lived in Des Moines, Iowa, for about 40 years to my knowledge. Mr. Patrick McSherry died in Polk county, at his residence in Des Moines, Iowa, about October, 1930. His wife survived him, and she died, also in Des Moines, Iowa, on November 4th, 1950. The said Patrick McSherry and wife, Ellen Agnes McSherry, had only one child, issue of their marriage, said child being the above named Francis McSherry. I was well acquainted with Patrick McSherry and with his wife, Mrs. Ellen Agnes McSherry, and with their said son, Francis McSherry and visited with them on many occasions, and they visited with myself and family, as neighbors, for about 37 years. I now reside at 2406 Woodland Avenue, Des Moines, Iowa.

Witness my hand at Des Moines, Iowa, this 7 day of September, A.D. 1956.

+ Andrew G. Bernetz

Subscribed and sworn to before me by Andrew G. Bernetz, on this 7 day of September, A.D. 1956. And the said Andrew G. Bernetz, being known to me to be the person whose name is subscribed to the foregoing instrument, on this day personally appeared before me, the undersigned authority, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Des Moines, in Polk county, Iowa, on this 7 day of September, A.D. 1956.

Mary C. Allen

Notary Public in and for Polk county, Iowa.

Filed for record at 8:00 o'clock am Nov 20, 1956.
H. R. Stevens, Jr.

4748

I Patrick McSherry being of sound mind
and disposing memory
hereby makes and declares this to be
my last will and testament as follows
I give & devise my devise unto my
wife Ellen Agnes McSherry all of my
property, both real & personal

I hereby appoint my wife Ellen Agnes
McSherry to act as my executor
and as executor of my estate &
direct that she be not required to
give bonds

Dated at Des Moines Ia this
25th day of Oct 1930

Patrick McSherry
Mrs Nellie O'Donoghue
H. A. Royal

Be it remembered that on this
25th day of October 1930 Patrick McSherry
executed, the above will consisting of
one page, in our presence
at his request & in his presence
and in the presence of each other we
witness the same Mrs Nellie O'Donoghue
H. A. Royal

In the District Court of the State of Iowa, in and for Polk County:

In the Matter of the Last Will

of
Patrick McSherry
of Polk County, State of Iowa, Deceased.

BE IT REMEMBERED, That on the 17 day of December, A. D. 1930
this matter came on for a hearing, and it appearing that a written instrument consisting of one
written page and signed by Patrick McSherry
as his last will and testament and also signed by H. A. Reinal of
Des Moines Iowa and Mrs Nellie O'Donoghue
of Des Moines Iowa
as witnesses, was duly opened and read as by law required, and that due notice has been given as the law di-
rects, and also after due examination of the witnesses Mrs Nellie O'Donoghue
who signed the foregoing instrument.

It is therefore ordered and decreed that the foregoing described instrument purporting to be the last
will and testament of Patrick McSherry deceased,
and bearing date of the 25th day of October, A. D. 1930 be and
herby admitted to probate and ordered of record as the last will and testament of said deceased.

Ellen Agnes McSherry is appointed executrix
with her bond according to foregoing of will.
By Court
Judge of the North Judicial District of Iowa.

In the District Court of the State of Iowa in and for POLE County

In the Matter of the Estate of

Probate Inventory, Report of Beneficiaries and Final Property
Preliminary Inheritance Tax Report

PATRICK MOSHERRY Deceased

Probate No. Inheritance No.

Comes now Ellen A. Mosherry and to the court reports as follows:
(Executor, Administrator or Trustee)

Name of Decedent	Age	Last Residence	Date of Death	Testate or Intestate	Executor, Administrator or Trustee
Patrick Mosherry	55	Des Moines Iowa	10/28/30	Testate	Ellen Mosherry P. O. Address Des Moines, Iowa.

BENEFICIARIES UNDER WILL OR HEIRS AT LAW IN INTESTATE MATTERS

Name	Age	Relationship to Decedent	P. O. Address
Ellen Mosherry		Legal Wife	Des Moines, Iowa.
James Francis Mosherry	11	Son	" " "

INVENTORY OF REAL PROPERTY

(Give full value of Real Property. Mortgage indebtedness should be listed following description of property encumbered.)

DESCRIPTION	Lot or Sec.	Blk. or Trp.	Range	Acres
Oregon Valley Land Co's. Addition to Lakeview	19	55		
N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$				
Lake County, Oregon	36	39	19	10
Tract #55 in Subdivision #8 of the Brazos Coast Investment Co's. Subdivision in Brazos County, Texas, U.S.A.				10
Lot #6 in Blk. #763 in the City of Velasco in Brazoria County, Texas				
Lot 1 in Blk. 34, McCasland & Yours Addition to West Granite City, Ill.				
Lot 171 in Wright's Grove, now included in an forming a part of the City of Des Moines, Iowa				
Total Estimated Value				\$2575.00

Note: Executors, etc., must execute this report in duplicate and file both copies with the Clerk of the District Court 30 days after appointment. See: 1871, Code 227.

INVENTORY OF PERSONAL PROPERTY

In listing money on deposit give name of depository. In listing Certificates of Deposit give date, rate of interest, etc. All items should be as fully described as possible in this report.

SCHEDULE I. CASH—MONEY ON DEPOSIT—CERTIFICATES OF DEPOSIT—ACCOUNTS RECEIVABLE

DESCRIPTION	Value
NONE	\$
Estimated Total Value	

SCHEDULE II. STOCKS—BONDS—NOTES—MORTGAGES

DESCRIPTION	Value
Automatic Coupler 100 shares	\$ 100.00
Estimated Total Value	

PERSONALTY REGARDED AS EXEMPT

GENERAL ASSETS—NOT EXEMPT

NONE

NONE

Estimated Total Value \$

Estimated Total Value \$

SCHEDULE IV. TRANSFER—BILLS OF SALE—JOINT PROPERTY—LIFE INSURANCE, ETC.

LIST ALL PROPERTY COVERED BY THE FOLLOWING INSTRUCTIONS.

1. All property transferred by deed, grant, sale, gift or transfer of any nature in contemplation of death or in which decedent retained a life estate or possession until death.
2. All property transferred by decedent to become effective at death.
3. All property in which decedent had a joint interest.
4. All property passing by reason of exercise of power of appointment or failure to exercise such power vested in decedent, by will, deed or other instrument.
5. All property located outside the state. Give its estimated value.
6. Life insurance. Give name of beneficiary.

1. None

2. "

3. "

4. "

5. "

6. Woodman of America \$1500.00 Ellen McSherry, Beneficiary.
Street Car Company Ins. 1000.00

Estimated Total Value \$2500.00

Total Estimated Value of Real Estate \$ 2575.00
 Total Estimated Value of Schedule I \$ None
 Total Estimated Value of Schedule II \$ None
 Total Estimated Value of Schedule III \$ None
 Total Estimated Value of Schedule IV \$ 2500.00
 Total Estimated Value of Entire Estate \$ 5075.00
 Mortgage Indebtedness \$ 1100.00 Other Debts (Estimated) 100.00 \$ 1200.00

(Executor, Administrator or Trustee)

STATE OF IOWA,
 Polk County ss.
 Ellen McSherry

I, Ellen McSherry, being first duly sworn depose and say that I am the
 Executrix
 above named (Executor, Administrator or Trustee) and that I am acquainted with the facts and statements contained in the
 foregoing report and that they are correct and true to the best of my knowledge and belief, and that the said report discloses
 all property known to me as belonging to said decedent.

Subscribed and sworn to by Ellen McSherry before me this 3d day
 of January 1931

(SEAL)

Seal on original

Herbert H. Hauge
 Notary Public in and for said County

FILED
 EB-431
 C.A. HORNER
 CLERK

PROBATE INVENTORY
 LIST OF HEIRS-BENEFICIARIES
 Preliminary
 Inheritance Tax Report

Probate No. 1931
 Inheritance No. 1931
John H. McSherry
 Decedent

CERTIFICATE TO TREASURER OF STATE

STATE OF IOWA,
 Polk County ss.

I, Herbert H. Hauge, Clerk of the District Court in and for
 said County, do hereby certify that the foregoing instrument is a true and complete copy of the Preliminary Report made by
Ellen McSherry in the Estate of
 (Executor, Administrator or Trustee)
 Dated this 3d day of January 1931

Clerk of said District Court.
 Deputy

#4748

CLERK'S CERTIFICATE

STATE OF IOWA
Polk County

ss.

I, Michael H. Doyle, Jr., Clerk of the District Court, within and for the County and State aforesaid, do hereby
certify the foregoing to be a full, true and complete copy of Will and Inventory in the matter
of the estate of Patrick McSherry, being probate no. 19222

as full, true, correct and complete, as the same remains of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said

District Court this 12 day of July 1956

MICHAEL H. DOYLE, Clerk of Said Court.

By

W. P. Minich
Deputy.

#14313

Francis McSherry

to

Walter Yerby, Tr.

Instrument---Deed of Trust

Dated---November 15, 1957

Filed---Nov.19, 1957 at 8 a.m.

Recorded in D/T Vol. 178 pg.156-158-

The State of Texas, **14313** Know All Men By These Presents:
COUNTY OF Brazoria

THAT THE UNDERSIGNED, Francis McSherry, of Dec Moines, in

of the County of Polk, and state of Iowa in consideration of the debt and trust hereinafter mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto Walter Yerby, Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Harris and State of Texas, to-wit:

Tract number fifty-five in subdivision number eight of the Brazos Coast Investment company's subdivision in Brazoria county, Texas, according to the plat of said subdivision recorded in Vol. page of the deed records of Brazoria county, Texas, to which reference is here made for further description of said land.

Also Lot number five in block No.783, in the town of Velasco, according to the recorded Map of said Velasco, and in Brazoria county, Texas.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of my one promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to Fritchett Harvey, or order at Texas National Bank, Houston, Texas, as follows:

For the sum of Two Hundred and Sixty-five (\$265). Dollars, dated November 15th, 1957, bearing eight per cent per annum interest from its date, maturing on the 15th day of May, 1958, and providing for ten per cent attorney's or collection fees if collected by foreclosure of this deed of trust, or through suit, or probate court

with interest thereon from date _____ until paid
at the rate of eight per centum per annum, said principal and interest payable

as it accrues at the office of Texas National Bank, Houston, Texas. It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, ten per cent. additional on full amount thereof shall be added as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due, or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed hereunder, is hereby authorized and empowered to sell the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of _____

Brasoria County, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sell said property, together or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustee on the total of the indebtedness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due hereunder, with interest as agreed; and, Third, shall render the overplus, if any, unto the undersigned herein, or legal representatives or assigns.

~~THE UNDERSIGNED TRUSTEE COVENANTS AND AGREES THAT HE SHALL~~
~~KEEP THE BUILDINGS AND IMPROVEMENTS NOW ON, OR HEREFTER TO BE~~
~~ON SAID PREMISES, INSURED AGAINST LOSS BY FIRE AND THUNDER TO THE AMOUNT OF \$10,000.00 TO THE EXTENT~~
~~INSURANCE CAN BE OBTAINED THEREON, AT COMPANIES ACCEPTABLE TO HIM, AND WITH LOSS PAYABLE TO SAID TRUSTEE, OR HIS SUCCESSORS,~~
~~FOR THE BENEFIT OF THE PAYEE OR THE LEGAL HOLDER AND OWNER OF SAID NOTE, AND DELIVER THE POLICY TO SAID TRUSTEE, OR HIS~~
~~SUCCESSORS, AND AS SOON AS THE SAME SHALL BECOME DELINQUENT, ALL DUES AND ACCRUEMENTS THAT MAY BE DUE OR ACCRUE~~
~~AGAINST SAID PREMISES OR ANY PART THEREOF, AND IT IS SPECIALLY AGREED THAT IF THE UNDERSIGNED SHALL FAIL TO EFFECT SAID~~
~~INSURANCE AND DELIVER SUCH POLICY, AS HEREIN PROVIDED, OR TO PAY SUCH DUES, THEN THE SAID INSURANCE MAY BE EFFECTED AND~~
~~SAID TAXES MAY BE PAID BY THE LEGAL HOLDER OF SAID NOTE, AND SAME SO EXPENDED SHALL BE A DEMAND OBLIGATION AND BECOME~~
~~PART OF THE DEBT HEREBY SECURED, AND SHALL DRAW INTEREST AT THE RATE OF _____ PER CENT PER ANNUM FROM DATE~~
~~AS EXPENDED UNTIL PAID, OR AT THE OPTION OF THE HOLDER OF THE DEBT SECURED HEREBY, THE ENTIRE PRINCIPAL INDEBTEDNESS MAY~~
~~BE DECLARED DUE, AND BE COLLECTED IN ANY MANNER PROVIDED IN THIS INSTRUMENT, OR PROVIDED BY LAW.~~

IT IS FURTHER AGREED that in the case of the death, resignation, removal or absence of said Trustee from the County of Harris Texas, or his refusal or failure or inability to act, then the holder of said note, or any part thereof, shall be and he is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee herein named.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

WITNESS my hand this 15th

day of November

A. D. 1957

*Francie McSherry*THE STATE OF ~~TEXAS~~ ^{IOWA}COUNTY OF PolkBEFORE ME *Grace T. Cain*

a Notary Public

Polk

in and for
County, ~~TEXAS~~ ^{IOWA} on this day personally appeared*Francie McSherry*

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This *15th* day of November, A. D. 19 57

(L. S.)

Grace T. Cain
Notary Public in and for Polk county, state of Iowa

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME _____

in and for

County, Texas, on this day personally appeared

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19 _____

(L. S.)

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME _____

in and for

County, Texas, on this day personally appeared

and _____

his wife, both known to me to be

the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

wife of the said _____

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19 _____

(L. S.)

#4991

Mrs. R.E.L. Stringfellow

Instrument---Quit Claim Deed

to

Dated---April 17, 1958

Mrs. Pollye Beacroft

Filed---April 18, 1958 at 8 a.m.

Recorded in Deed Book 712 pg. 277-278-

The State of Texas,

4991

Know all Men by These Presents:

COUNTY OF Brasoria

I, Mrs. R.E.L. Stringfellow

of the County of Brasoria and State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) DOLLARS to me in hand paid by Mrs. Pollye Beacroft, as her own separate Property, of the County of Brasoria and State of Texas, the receipt of which is hereby acknowledged, do I, by these presents BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM unto the said Mrs. Pollye Beacroft, as her own separate property,

Her heirs and assigns, all My right, title and interest in and to that certain tract or parcel of land lying in the County of Brasoria, State of Texas, described as follows, to-wit:

The following tracts of land; being

Tract Nos. 25-67-96-103-114-129-184, Division No.7, of the F.J.Calvit League, Abstract No.51, Brasoria County, Texas.

Tracts Nos. 55-57-104-118, Division No.8, F.J.Calvit League, Abstract No.51, Brasoria County, Texas.

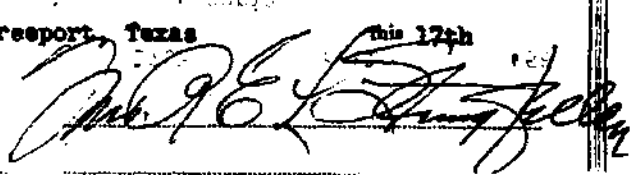
Tract Nos. 137-158, F.J.Calvit League, Division No.9, Abstract No.51, Brasoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Mrs. Pollye Beacroft, as her own separate property,

her heirs and assigns, forever, so that neither I, the said Mrs. R.E.L. Stringfellow, nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Freeport, Texas this 12th day of April A. D. 19 58

Witnesses at Request of Grantor:



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Brazoria

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Mrs. R. E. L. Stringfellow

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of April A. D. 1958

Notary Public in and for Brazoria

County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

wife of [redacted], known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

and

his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

wife of the said

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and

deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas.

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. page of the Record of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk

County, Texas.

By Deputy

Quit-Claim Deed

FROM

TO

FILED FOR RECORD

This day of A. D. 19

at o'clock M.

County Clerk

By Deputy

FILED FOR RECORD

AT 2:00 O'CLOCK P. M. A. D. 19

In County Records

In Book on page

H. R. STEVENS, JR.

County Clerk

By Deputy

Recording Fee \$

This instrument should be filed immediately with the County Clerk for record.

Mrs. R. E. L. Stringfellow
I request deed

#9218
James Francis McSherry
to
R.G.Allen

Instrument---Deed of Trust
Datd---May 12, 1960
Filed---Aug. 22, 1960 at 2:10 p.m.
Recorded in D/T Vol. 206 pg. 408

A-11--DEED OF TRUST--(GROSS PAGE)

THE STATE OF TEXAS,
COUNTY OF BRAZORIA.

Know All Men By These Presents:
9218

That *James*
I, Francis McSherry, of Des Moines, in

of the County of Polk, state of Iowa, ~~with Survey and Trust~~ for and in consideration
of the sum of ----- One ----- DOLLARS

to me in hand paid by R. G. Allen, trustee
of Houston, Texas

and in further consideration of the debt and trust hereinafter mentioned, have Granted, Sold and Conveyed, and by these
presents do Grant, Sell and Convey unto the said R. G. Allen, trustee Trustee, and to
his successor and substitute in this trust, and to his and their assigns forever, all and singular, the following described
property, situated, lying and being in the County of Brazoria and State of Texas, viz:

Tract Number Fifty-five (55) in Subdivision No. Eight, of the Brazos
Coast Investment company's subdivision in Brazoria county, Texas, accord-
ing to the Plat of said subdivision recorded in Vol. _____ Page _____
of the deed records of Brazoria county, Texas, to which reference is
here made for further description of said land.

TO HAVE AND TO HOLD The herein described premises, together with all and singular the rights and appurte-
nances thereto in anywise belonging unto the said R.G.Allen Trustee, to his
successor or substitute in this trust, and to his and their assigns forever.

And I do hereby bind myself, my heirs, executors and administrators to warrant
and forever defend, all and singular, the said premises unto the said R.G.Allen, Trustee,
to his successor or substitute, and to his and their assigns forever, against any person whomsoever lawfully claiming or to
claim the same or any part thereof; IN TRUST, however for the following purposes and upon the following conditions, viz:

Whereas, I am justly indebted to Pritchett Harvey, of Houston, Texas,
in the sum of \$393.35, evidenced by my promissory note of even date
herewith for said sum of \$393.35, bearing interest from this date
at the rate of eight per cent per annum to maturity, and all past due
principal and interest to bear 10% interest from maturity thereof until
paid; and providing for 10% attorneys fees if placed in the hands of
an attorney for collection after maturity or if collected by suit, and
this deed of trust is given in renewal and extension of my indebtedness
for money I have heretofore borrowed from the said Harvey, and

oy deed of trust dated November 15th, 1957, recorded in Vol. 176 page 156, of the Mortgage Records of Brazoria County, Texas on the land and premises hereinafore described, and said said indebtedness is hereby renewed, and extended to September 15, 1958, and is evidenced by my note of even date herewith, and hereinafore described.

If the said **Francis McSherry** shall well and truly pay off and discharge, at the maturity thereof, according to the tenor and effect thereof **CMS** promissory note made by **MS**, Payable to the order of **Pritchett Harvey, of Houston, Texas** and described as follows: **As hereinafore described--**

with interest thereon from **---- date thereof, viz, May 12th, 1958** until paid, at the rate of **eight** per cent per annum, said interest payable as it accrues at the office of **Pritchett Harvey, Houston, Texas**

, then this conveyance shall become null and void and these presents shall be released in due form at **my** expense.

But in case of default or failure to make prompt payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or failure to observe and keep any of the covenants hereof by the grantors herein, then and in that event the whole of the principal of the debt secured hereby may, at the option of the holder, be declared due and the said Trustee is hereby authorized and empowered, and it shall be his special duty, at the request of the payee or any holder of any of the above described notes, to sell the above described property to the highest bidder for cash, at the court house door of the county in which said property, or any part thereof, is situated, at public outcry between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month, after having given notice of such sale by posting up written or printed notices at three public places in said County of

Brazoria and State of Texas, one of which notice shall be at the court house door of said County of **Brazoria** State of Texas, and all of which said notices shall have been posted for at least twenty-one days successively next before the day of sale:

and after such sale, to make the purchaser or purchasers hereunder good and sufficient deeds in the name of the grantors herein, conveying the property so sold to the purchasers in fee simple, with general warranty of title, and to receive the proceeds of said sale and apply the same as follows: First, to the payment of all necessary costs and expenses incident to the execution of said trust, including a fee to the Trustee of

five per cent to be estimated upon the amount realized at said sale. Second, to the payment, ratably of said note, then unpaid principal and accrued interest (it being understood that when default shall be made in the payment of any of said note, or any installment of interest on said note, or failure to pay any State, County or City taxes assessed upon said property, after the same by law becomes delinquent, all of the principal of all notes secured hereby together with accrued interest thereon to the date of the exercise of the option shall become at once due and payable, at the option of the holder or holders thereof). Third, the remainder, if any there shall be after payment of all said costs and expenses, and the principal and interest of said note, shall be paid to the said **Francis McSherry**

or to **his** heirs, assigns or legal representatives.

In case of death of said **R.G. Allen**, Trustee, or his removal from the County of **Harris** Texas, or his refusal, or failure or inability, for any reason, within **30** days after such requests by the holder or holders of said note: as above stipulated to make said sale or to perform said trusts, then the legal holder or holders of said note or any of them may appoint, in writing, substitute Trustee, who shall thereupon succeed to all the duties, rights, powers and trusts hereinbefore granted to and vested in said Trustee.

And it is further specially agreed by the parties hereto, that in any deed or deeds given by any Trustee or substitute duly appointed hereunder, any and all statements of facts or other recitals therein made as to the non-payment of the money secured, or as to the request to sell, the time, place, terms of sale and property to be sold having been duly published, or as to any other act or thing having been duly done by any Trustee, or substitute, shall be taken by any and all courts of law and equity as prima facie evidence that the said statements or recitals do state facts, and are without further question to be accepted. And I, Francis McSherry

the said grantor do hereby ratify and confirm any and all acts that the Trustee or substitute, or his successor in this trust may lawfully do in the premises by virtue hereof. Erasures and interlineations made and approved before signing.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any loan secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

WITNESS my hand this 12th day of May A. D. 19 50

Francis McSherry

THE STATE OF ~~TEXAS~~ IOWA

COUNTY OF Polk

BEFORE ME *Walter D. McEwen*

a Notary Public

Polk County, Iowa

in and for

Francis McSherry

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of June A. D. 19 50

(L. S.)

Walter D. McEwen
Notary public in and for Polk county, Iowa.

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME,

in and for

County, Texas, on this day personally appeared

with of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19 _____

(L. S.)

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME,

in and for

County, Texas, on this day personally appeared

and

his wife, both known to me to be

the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

wife of the said

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19 _____

(L. S.)

The State of Texas,

Know All Men by These Presents:

COUNTY OF BRAZORIA

THAT We, James Francis McSherry, of Des Moines, Iowa, and
 Pritchett Harvey,
 of the County of Harris State of Texas for and in consideration
 of the sum of TEN (\$10.)
 and other good and valuable considerations cash DOLLARS
 to us in hand paid by A. B. Williamson

as follows:

cash in hand paid, the receipt of which is hereby acknowledged,-

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

A. B. Williamson,

of the County of Brazoria State of Texas all that certain
 tract or parcel of land, more particularly described as Tract number
 Fifty-five (55) in Subdivision No. Eight (8), of the Brazos Coast
 Investment Company's subdivision of the J. Calvit survey, in
 Brazoria county, Texas, according to the Map of said subdivision
 duly recorded in the Deed Records of Brazoria county, Texas, to which
 Map reference is made for further description of said land.

It is expressly agreed and stipulated that we, the said James Francis
 McSherry and Pritchett Harvey, Grantors herein, hereby except from
 this conveyance, and reserve unto ourselves, our heirs and assigns, forever,
 a fee royalty, free of cost of production, of one-eighth of all oil, gas
 and other minerals of every kind in and under and hereafter produced
 from said above described land; and that Grantee, A. B. Williamson, his
 heirs and assigns, have the exclusive right to lease said land for oil, gas
 and mineral development, and to have and receive all bonus and rental pay-
 ments accruing from said leases.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights
 and appurtenances thereto in anywise belonging unto the said

A. B. Williamson, his

heirs and assigns forever and we do hereby bind ourselves, our
 heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
 unto the said A. B. Williamson, his heirs

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
 part thereof, by, through or under us. Grantee to pay 1963 taxes.

WITNESS OUR hands at Des Moines, Iowa, and at Houston, Texas
 this day of May 19 63.

Witness at Request of Grantor:

(James Francis McSherry)

(Pritchett Harvey)

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

County of Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Pritchett Harvey

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of May, A. D. 19 63

(L.S.)

Notary Public in and for Harris County, Texas.

The State of Iowa,
County of Polk.

Before me, the undersigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Des Moines, Iowa, this 14TH day of May, A.D. 1963.

Notary Public in and for the County of Polk,
State of Iowa.

said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19 _____

(L.S.)

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS,

County of _____

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the _____ day of _____, A.D. 19 _____, at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19 _____, in Vol. _____ page _____, of the Records of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in _____ the day and year last above written.

FILED FOR RECORD
AT 8:10 O'CLOCK A. M.

County Clerk _____ County, Texas.

By _____ Deputy.

JUN 9 1963

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY Wood DEPUTY

126—WARRANTY DEED

Warranty Deed

FROM

TO

FILED

This day of _____, A. D. 19 _____

at _____ o'clock _____ M.

County Clerk

Deputy

RECORDED

A. D. 19 _____

County Records

In Book _____, on Page _____

County Clerk

Deputy

Recording Fee \$ 1.30

This instrument should be filed immediately with the County Clerk for record.

W. J. R. R. R.

per 644

Ample

THE STATE OF TEXAS

VOL 298 PAGE 136

Know all Men by these Presents:

County of BRAZORIA

THAT I. A. B. WILLIAMSON

of the County of Brazoria and State of Texas hereinafter called party of the first part whether one or more, in consideration of the sum of Ten Dollars, to him in hand paid by L. R. GIESE, Trustee, of the County of Brazoria and State of Texas the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said L. R. GIESE, Trustee,

hereinafter called party of the second part, whether one or more, and also to the Substitute Trustee as hereinafter provided, all of the following described real estate, lying and being situated in the County of Brazoria in the State of Texas, to-wit:

Tracts Number 54 and 55, in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

Tracts Number 4 and 5, in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

Lot 104, Bridge Harbor Subdivision, in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

together with all improvements thereon, or hereafter to be placed thereon and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining: TO HAVE AND TO HOLD unto L. R. Giese, Trustee, the said party of the second part, and to his

successors and his assigns forever, said party of first part hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof unto the said

L. R. Giese, Trustee, and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same, for and upon the following trusts, terms and conditions, to-wit: That whereas

A. B. Williamson the said party of the first part is justly indebted to The First National Bank of Angleton, Texas

hereinafter called party of the third part whether one or more, as evidenced by his certain promissory note, executed by the said party of the first part, and payable to the order of the said party of the third part, as follows, to-wit:

Note, of even date herewith, in the principal amount of Thirty-Five Thousand Dollars (\$35,000.00), bearing interest from date at the rate of eight per cent (8%) per annum, said note being payable on or before one (1) year after date, at Angleton, Texas.

And, whereas, it is contemplated that said party of first part A. B. Williamson may hereafter become indebted unto said party of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future it is agreed shall all be payable at Angleton, Texas and bear interest at the rate of _____ per cent per annum from date of accrual until paid, by whatever means the same shall accrue, and this conveyance is made for the security and enforcement of the payment of said present and future indebtedness.

Now, should the said party of the first part make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and of no further force or effect, and shall be released at the cost and expense of the said party of the first part. But should the said

A. B. Williamson party of the first part, make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said party of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said party of the first part, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall, at the option of the party of the third part, or other holder thereof, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the said party of the third part, or other holder thereof (which request is hereby presumed) to enforce this Trust: and after advertising the time, place and terms of the sale of all the above conveyed and described property for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in each County where said real estate is situated one of which shall be at the Court House

House of **Brazoria** County, in the

State of Texas, on the first Tuesday in any month between the hours of 10 o'clock A.-M. and 4 o'clock P. M., to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels, as the Trustee acting may elect—and make due conveyance to the purchaser or purchasers, with general warranty, binding the said party of the first part herein, and his heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay.

first, all the expenses of advertising, sale and conveyance, including a commission of five per cent to himself and then to the said party of the third part, or any other holder thereof, the full amount of principal and interest due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the purchase money, if any, to the said party of the first part, his heirs or assigns; and said sale shall forever be a perpetual bar against the said party of the first part, his heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of said indebtedness without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act. The party of the third part, or other holder under them, shall have equal rights to become the purchasers at such sale, being the highest bidder.....

It is agreed and stipulated that the party of the first part herein shall and will, at his own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and pay and discharge, as they are or may become payable, all and every the taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or Municipal authority and shall keep said property fully insured in some company or companies approved by the party of the third part, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the party of the first part in performance of any of the foregoing stipulations, the same may be performed by the party of the third part herein, for account and at the expense of the party of the first part, and any and all expenses incurred and paid in so doing shall be payable by the party of the first part to the party of the third part, with interest at the rate of eight per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expenses and time when paid shall be held fully established by the affidavit of the party of the third part, or of his agent, or by the certificate of any Trustee acting hereunder.

[illegible][illegible]

It is agreed that the terms "party of the first part", "party of second part", and "party of third part" shall include the respective parties so denominated, regardless of number or character, and similarly that the pronoun "him" shall include "her", "them" and "it" and the possessive adjective "his" shall include "her", "their" and "its" wherever applicable, and that singular forms of verbs shall include the plural wherever applicable.

IN TESTIMONY WHEREOF, said part Y of the first part has hereunto signed his name
at Angleton, Texas this day of November

19-66...

Witnesses: at Request of Grantor:

A. B. Williamson
A. B. Williamson

THE STATE OF TEXAS,

County of BRAZORIA

BEFORE ME

A Notary Public

in and for said County and State,

on this day personally appeared

A. B. WILLIAMSON

known to me to

be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 9th day of November 1966

Notary Public in and for Brazoria County, Texas
MRS. KATHY KEENE
Notary Public, in and for Brazoria County, Texas

THE STATE OF TEXAS,

County of

BEFORE ME

in and for said County and State,

on this day personally appeared

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me

privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged said instrument

to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this day of 19

NOV-10-66 9 25 AM 16091 139E-

4.10

DEED OF TRUST TO TRUSTEE FOR THE USE AND BENEFIT OF	Filed for Record this at o'clock M. 19	NOV 10 1966 H. R. STEVENS, JR. Clerk County Court, Brazoria Co., Tex. BY [Signature] DEPUTY	16091
	County Court By Deputy	Recording Fee \$ 4.10	16091

THE STATE OF TEXAS,

County of

I.

Clerk of the County Court of County, Texas, do hereby certify that the foregoing instrument of writing, dated the day of 19, with its certificate of authentication, was deposited with me and filed in my office on the day of 19, at o'clock M., and duly recorded on the 19, at o'clock M., in the Record of Deeds of Trust of said County, in Volume on page

Witness my hand and seal of the County Court of said County, at my office in

Texas, the day and year last above written.

Clerk, County Court County.

By Deputy.

THE STATE OF TEXAS,

VOL.

312

PAGE 334

County of BRAZORIA

Know all Men by these Presents:

THAT L. A. B. WILLIAMSON,

of the County

of Brazoria and State of Texas hereinafter called party

of the first part whether one or more, in consideration of the sum of Ten Dollars, to him in hand paid by

L. R. GIESE, Trustee, of the County of Brazoria

and State of Texas the receipt whereof is hereby acknowledged,

and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained

and Sold, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said

L. R. GIESE, Trustee,

hereinafter called party of the

second part, whether one or more, and also to the Substitute Trustee as hereinafter provided, all of the following

described real estate, lying and being situated in the County of Brazoria in the State of Texas.

to-wit:

Parcel Number One:

Tracts Number 54 and 55, in Division 3, Brazos Coast
Investment Company Subdivision, F. J. Calvit Survey,
Abstract 51, Brazoria County, Texas;

Tracts Number 4 and 5, in Division 2, Brazos Coast
Investment Company Subdivision, F. J. Calvit Survey,
Abstract 51, Brazoria County, Texas; and

Lot Number 104, Bridge Harbor Subdivision, in the
F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

Parcel Number Two:

29.35 acres of land, being all of Tracts 20, 21 and 24
and a portion of Tracts 6, 7, 8 & 9, Division 2, Brazos
Coast Investment Company Subdivision, F. J. Calvit
League, Abstract 51, Brazoria County, Texas.

It is understood and agreed that as to Parcel Number Two the lien thus
granted today is subordinate and inferior to a certain lien described in a Deed
from Frank K. Stevens to Paul J. Dulin, et al, dated November 5, 1958,
recorded in Volume 227, Page 629, Deed Records, Brazoria County, Texas.

It is understood and agreed that the lien described in that certain
Deed of Trust, dated November 9, 1966, executed by the undersigned to
L. R. Giese, Trustee, to secure the payment of the note dated November 9,
1966, and recorded Volume 298, Page 136, Deed of Trust Records of Brazoria
County, Texas, is in no manner released but remains as first and superior
lien on the above described Parcel Number One.

DEED OF TRUST
VOL 312 PAGE 335

together with all improvements thereon, or hereafter to be placed thereon and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining: To HAVE AND To HOLD unto

L. R. Giese, Trustee, the said party of the second part, and to his successors and his assigns forever, said party of first part hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof unto the said

L. R. Giese, Trustee, and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same, for and upon the following trusts, terms and conditions, to-wit: That whereas

A. B. Williams

the said party of the first part is justly indebted to The First National Bank of Angleton, Angleton, Texas

hereinafter called party of the third part whether one or more, as evidenced by his certain promissory note executed by the said party of the first part, and payable to the order of the said party of the third part, as follows, to-wit:

DEED OF TRUST NOTE

\$53,500.00

Angleton, Texas

September 19, 1967

On or before one (1) year after date, for value received, the undersigned promises to pay to **THE FIRST NATIONAL BANK OF ANGLETON, Angleton, Texas, or order**, the sum of **FIFTY-THREE THOUSAND, FIVE HUNDRED and No/100 DOLLARS (\$53,500.00)**, with interest from date at the rate of eight per cent (8%) per annum, both principal and interest payable at Angleton, Texas.

The interest on this note is payable contemporaneously with payment of principal, and all past due interest and principal shall bear interest from maturity at the rate of ten per cent per annum.

This note to the extent of **Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00)** represents a renewal and extension of those certain notes dated **November 9, 1966 and July 20, 1967**, executed by the undersigned to **The First National Bank of Angleton, Texas**, and the additional sum of **Fifteen Thousand Dollars (\$15,000.00)** represents money this day advanced to the undersigned by **The First National Bank of Angleton, Texas**, and to secure the credit thus extended, I have this day, by my certain **Deed of Trust**, conveyed to **L. R. Giese, Trustee**, the following described tracts or parcels of land situated in **Brazoria County, Texas**, to-wit:

Parcel Number One:

Tracts Number 54 and 55, in Division 8, Brazos Coast Investment Company Subdivision, P. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Number 4 and 5, in Division 2, Brazos Coast Investment Company Subdivision, P. J. Calvit Survey, Abstract 51, Brazoria County, Texas; and

Lot Number 104, Bridge Harbor Subdivision, in the P. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

Parcel Number Two:

29.35 acres of land, being all of Tracts 20, 21 and 24 and a portion of Tracts 6, 7, 8 & 9, Division 2, Brazos Coast Investment Company Subdivision, P. J. Calvit League, Abstract 51, Brazoria County, Texas.

It is understood and agreed that as to **Parcel Number Two** the lien thus granted today is subordinate and inferior to a certain lien described in a **Deed from Frank K. Stevens to Paul J. Dulin, et al, dated November 5, 1958, recorded in Volume 227, Page 629, Deed Records, Brazoria County, Texas.**

It is understood and agreed that the lien described in that certain **Deed of Trust, dated November 9, 1966, executed by the undersigned to L. R. Giese, Trustee, to secure the payment of the note dated November 9, 1966, and recorded Volume 298, Page 136, Deed of Trust Records of Brazoria County, Texas**, is in no manner released but remains as first and superior lien on the above described **Parcel Number One.**

DEED OF TRUST

VOL. 382 NO. 384

It is understood and agreed that failure to pay this note or any interest hereon when due, or the failure to perform any of the agreements contained in said Deed of Trust, shall, at the option of the holder of said note, mature said note and it shall become at once due and payable and subject to foreclosure proceedings under said Deed of Trust.

And it is hereby specially agreed that if this note is placed in the hands of an attorney for collection, or if collected by suit or through Probate or Bankruptcy proceedings, the undersigned agrees to pay ten per cent additional on the principal and interest then owing hereon as Attorney's Fees.

A. B. Williamson

VOL 312 PAGE 338

A. B. Williamson

may hereafter become indebted unto said

A. B. Williamson

Brazoria

Brazoria

eight

DEED OF TRUST
VOL 312 PAGE 339

as his homestead, and as constituting all the property (of nature similar to that herein conveyed) owned, used or claimed by him as exempt under said laws.

It is agreed that the terms "party of the first part", "party of second part", and "party of third part" shall include the respective parties so denominated, regardless of number or character, and similarly that the pronoun "him" shall include "her", "them" and "it" and the possessive adjective "his" shall include "her", "their" and "its" wherever applicable, and that singular forms of verbs shall include the plural wherever applicable.

IN TESTIMONY WHEREOF, said part...y...of the first part...has...hereunto signed his...name
at...Angleton, Texas...this...19th...day of...September
1967

Witnesses at Request of Grantor:

A. B. Williamson
A. B. Williamson

DEED OF TRUST

VOL 312 PAGE 340

THE STATE OF TEXAS,

County of BRAZORIA

BEFORE ME

A Notary Public

in and for said County and State, on this day personally appeared A. B. WILLIAMSON

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 19 day of September, 1967

Elizabeth Howell
Notary Public in and for Brazoria
County, Texas

THE STATE OF TEXAS,

County of

BEFORE ME

in and for said County and State, on this day personally appeared

wife of

known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged said instrument to be her act and deed, and declared she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this day of 19

FILED FOR RECORD
AT 8:11 O'CLOCK A. M.

SEP 21 1967

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY *[Signature]* DEPUTY

DEED OF TRUST
TO

TRUSTEE.
FOR THE USE AND BENEFIT OF

13787

THE STATE OF TEXAS,

County of BRAZORIA

Clerk of the County Court of County, Texas, do hereby certify that the foregoing instrument of writing, dated the day of 19, with its certificate of authentication, was deposited with me and filed in my office on the day of 19, at o'clock M., and duly recorded on the 19, at o'clock M., in the Record of Deeds of Trusts of said County, in Volume on page.

Witness my hand and seal of the County Court of said County, at my office in Texas, the day and year last above written.

Clerk, County Court, County.
By, Deputy.

Notary Public
Elizabeth Howell
77515

DEED OF TRUST

VOL 312 PAGE 556

RENEWAL AND EXTENSION AGREEMENT

13979

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

WHEREAS, on the 9th day of November, 1966, A. B. WILLIAMSON made, executed and delivered to THE FIRST NATIONAL BANK OF ANGLETON, Angleton, Texas, his promissory note of that date, in the principal sum of Thirty-Five Thousand Dollars (\$35,000.00), together with interest thereon from date at the rate of eight per cent (8%) per annum, said note being payable on or before one (1) year after date, and to secure the payment of said note the said A. B. Williamson made, executed and delivered to L. R. Giese, Trustee, a deed of trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. WILLIAMSON made, executed and delivered his promissory note to THE FIRST NATIONAL BANK OF ANGLETON, Angleton, Texas, in the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00), being payable on or before the 20th day of October, 1967; and the first above described note is secured by a Deed of Trust lien on the following described real estate situated in Brazoria County, Texas, to-wit:

Tracts Number 54 and 55, in Division 8, Brazos Coast Investment Company Subdivision, E. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Number 4 and 5, in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas; and

Lot Number 104, Bridge Harbor Subdivision, in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas,

which said Deed of Trust is recorded in Volume 298, Page 136, et seq.

Deed of Trust Records of Brazoria County, Texas, to which reference is here

made for all purposes; and

DEED OF TRUST

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WHEREAS, The First National Bank of Angleton, Angleton, Texas, the legal owner and holder of said notes and said liens securing the same and there is now owing on said notes the sum of Thirty-Eight Thousand, Five Hundred Dollars (\$38,500.00) and the said A. B. Williamson has this day borrowed from The First National Bank of Angleton, Angleton, Texas, an additional sum of Fifteen Thousand Dollars (\$15,000.00) and there is now owing a total to The First National Bank of Angleton, Angleton, Texas, the sum of Fifty-Three Thousand, Five Hundred Dollars (\$53,500.00) and the said A. B. Williamson desires to renew and extend said notes and said liens securing the same on the above described property until all of said notes and interest thereon shall have been fully paid and it is agreeable with said bank to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, A. B. WILLIAMSON acknowledge that I am indebted to THE FIRST NATIONAL BANK OF ANGLETON, Angleton, Texas, in the sum of Fifty-Three Thousand, Five Hundred Dollars (\$53,500.00), being the balance owing on that note dated July 20, 1967 and the note dated November 9, 1966, and the additional sum of Fifteen Thousand Dollars this day advanced, and which said note is secured by a Deed of Trust lien as above recited and I do hereby agree to pay said sum of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00) to The First National Bank of Angleton, Angleton, Texas, on or before one (1) year after, with interest at the rate of eight per cent (8%) per annum, the interest being payable contemporaneously with payment of principal, and for the purpose of evidencing said agreement I do hereby make, execute and deliver to The First National Bank of Angleton, Angleton, Texas, my promissory note of this date for the sum of Fifty-Three Thousand, Five Hundred Dollars (\$53,500.00), and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust lien hereinabove recited and an additional Deed of Trust lien this day to be executed by me and the said liens and all rights, powers and equities incident thereto

DEED OF TRUST

VOL 312 PAGE 558

shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS THIS EXTENSION AGREEMENT, this 19th day of September, 1967.

A. B. Williamson

A. B. Williamson

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of September, 1967.

Eugenia Daniel

Notary Public in and for Brazoria
County, Texas

FILED FOR RECORD
AT 8:13 O'CLOCK A. M.

SEP 25 1967

H. R. STEVENS, JR.

Clerk County Court, Brazoria County, Texas
BY S. Baran DEPUTY

DEED OF TRUST

VOL. 335 PAGE 686

19389

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

WHEREAS, on the 9th day of November, 1966, A. B. WILLIAMSON made, executed and delivered to The First National Bank of Angleton, Texas, his promissory note of that date in the principal sum of Thirty Five Thousand Dollars (\$35,000.00) together with interest thereon from date at the rate of Eight Per Cent (8%) per annum, said note being payable on or before one year after date and to secure the payment of said note, said A. B. WILLIAMSON made, executed and delivered to L. R. GIESE, Trustee, a Deed of Trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. WILLIAMSON made, executed and delivered his promissory note to The First National Bank of Angleton, Texas, in the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00), being payable on or before the 20th day of October, 1967; the first above described note is secured by a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

which said Deed of Trust recorded in Volume 298, Page 136, et seq. of the Deed of Trust Records of Brazoria County, Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 19, 1967, the said A. B. WILLIAMSON borrowed an additional sum of Fifteen Thousand Dollars (\$15,000.00) from The First National Bank of Angleton, Texas, and executed a Renewal and Extension Agreement on that date in the sum of Fifty Three Thousand Five Hundred Dollars (\$53,500.00) and which said note

DEED OF TRUST
VOL 335 PAGE 687

was secured by a Deed of Trust Lien on the above described property, recorded in Volume 312, Page 334, of the Deed of Trust Records of Brazoria County, Texas, and the said A. B. WILLIAMSON desires to borrow an additional sum of Ten Thousand Dollars (\$10,000.00) and desires to renew and extend said above described notes and said liens securing the same on the above described property until all of said notes and interests thereon shall have been fully paid; and it is agreeable with said bank to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, A. B. WILLIAMSON, acknowledged that I am indebted to The First National Bank of Angleton, Texas, in the sum of Sixty Three Thousand Five Hundred Dollars (\$63,500.00) being the balance owing on that note dated September 19, 1967, and the additional sum of \$10,000.00 and which said note is secured by a Deed of Trust Lien above recited, and I do hereby agree to pay said sum of Sixty Three Thousand Five Hundred Dollars (\$63,500.00) to The First National Bank of Angleton, Texas, on or before one (1) year after date with interest at the rate of Eight Per Cent (8%) per annum, and interest being payable contemporaneously with payment of principal, and for the purpose of evidence of said agreement, I do hereby make, execute and deliver to The First National Bank of Angleton, Texas, my promissory note of this date for the said sum of Sixty Three Thousand Five Hundred Dollars (\$63,500.00), and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust Lien herein above recited and additional by a Deed of Trust Lien of this date to be executed by me and the said lien and all rights, powers and equities incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS this Extension Agreement this 17 day of December, 1968.

A. B. Williamson
A. B. Williamson

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, Eugenia Daniel, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and SEAL OF OFFICE, this the 17 day of December, 1968.

Eugenia Daniel
Notary Public in and for Brazoria County, Texas

Filed for Record at 11:00 a.m. Dec 19 1968 H. R. Stevens, Jr.
Clerk County Court, Brazoria Co., Tex. - By M. R. Williams Deputy

DEC-19-68 01767 023 19589 A RCD

25

Prepared by the San Antonio Bar Association for use by Lawyers only. 6-68-10M
NOTICE To select the proper form, fill in blank spaces, strike out form provisions
or insert special terms constituting the practice of law. No statement
form can meet all requirements. (Rev. 2-55)

DEED OF TRUST

325 688

19390

DEED OF TRUST

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That I, A. B. WILLIAMSON

of Brazoria County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00), to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto L. R. GIESE, Trustee, of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in Brazoria County, Texas, and described as follows, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one promissory note of even date herewith in the principal sum of Sixty Three Thousand Five Hundred Dollars (\$63,500.00) executed by Grantors, payable to the order of THE FIRST NATIONAL BANK OF ANGLETON

\$63,500.00

Angleton, Texas

December _____, 1968

ON OR BEFORE one (1) year after date for value received, the undersigned promises to pay to THE FIRST NATIONAL BANK OF ANGLETON, TEXAS, or order the sum of Sixty Three Thousand Five Hundred Dollars (\$63,500.00) with interest from date at the rate of Eight Per Cent (8%) per annum, both principal and interest payable at Angleton, Texas.

Interest on this note is payable contemporaneously with payment of principal and all past due interests and principals shall bear interest from maturity at the rate of Ten Per Cent (10%) per annum.

This note represents a renewal and extension of those certain notes dated November 9, 1966; July 20, 1967 and September 19, 1967, executed by the undersigned to The First National Bank of Angleton, Texas, and the additional sum of Ten Thousand Dollars (\$10,000.00) this day advanced to the undersigned by The First National Bank of Angleton, Texas, and to secure the credit thus extended, I have this day by my certain Deed of Trust conveyed to L. R. GIESE, Trustee, the following described tracts or parcels of land situated in Brazoria County, Texas, to-wit:

PARCEL NO. 1 - Tracts Nos. 54 and 55 in Division 8 and Tracts Nos. 4 and 5 in Division 2, all in the Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas; and Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

PARCEL NO. 2 - 29.35 acres of land being all of Tracts 20, 21 and 24 and a portion of Tracts 6, 7, 8 and 9, Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

IT IS UNDERSTOOD AND AGREED that as to Parcel No. 2 the Lien thus granted is subordinate and inferior to a certain lien described in a Deed from Frank K. Stevens to Paul J. Dulin, Jr. et al, dated November 5, 1958, recorded in Volume 227, Page 629, Deed Records, Brazoria County, Texas.

IT IS UNDERSTOOD AND AGREED that the Lien described in that certain Deed of Trust dated September 19, 1967, executed by the undersigned, with L. R. GIESE, Trustee, to secure the payment of the note dated September 19, 1967, and recorded in Volume 312, Page 334 of the Deed of Trust Records of Brazoria County, Texas, is in no manner released but remains as first and superior lien on the above described Parcel No. 1..

IT IS UNDERSTOOD AND AGREED that failure to pay this note or any interest thereon when due or the failure to perform any of the agreements contained in said Deed of Trust, shall, at the option of the holder of said note, mature said note and it shall become at once due and payable and subject to foreclosure proceedings under said Deed of Trust.

It is hereby specially agreed that if this note is placed in the hands of an attorney for collection, or if collected by suit or through Probate or Bankruptcy proceedings, the undersigned agrees to pay ten per cent additional on the principal and interest then owing hereon as Attorney's Fees.

A. B. Williamson

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding the Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to the Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note rendering the balance of the sales price, if any, to the Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of the Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:


EXECUTED this

17

day of

December,

A. D. 19 68.


A. B. Williamson

(Acknowledgment)

DEED OF TRUST

VOL 335 PAGE 692

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared

A. B. WILLIAMSON

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 17 day of December, A. D. 1968.

Notary Public in and for Brazoria County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of, A. D. 19

Notary Public in and for County, Texas.

19390

DEED OF TRUST

TO

TRUSTEE FOR

FILED FOR RECORD
AT 8:05 O'CLOCK A. M.
DEC 19 1968
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO. TEXAS
BY M. Halliday DEPUTY

PREPARED IN THE LAW OFFICE OF

PLEASE RETURN TO:

First Nat'l Bk
Ang.

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of, A. D. 19

Notary Public in and for County, Texas.

18051

Prepared by the San Antonio Bar Association for use by Lawyers only. 4-59-10M
NOTICE To select the proper form, fill in blank spaces, strike out form provisions
 or insert special terms constitutes the practice of law. No "standard
 form" can meet all requirements. (Rev. 3-58)

§ DEED OF TRUST

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DEED OF TRUST

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That A. B. Williamson

of Brazoria County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00), to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto L. R. Giese, Trustee, of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in Brazoria County, Texas, and described as follows, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of One promissory note of even date herewith in the principal sum of Sixty Three Thousand Five Hundred and No/100----- Dollars (\$ 63,500.00) executed by Grantors, payable to the order of The First National Bank of Angleton, Texas.

in the City of Angleton Brazoria County, Texas as follows, to-wit:
 Payable on or before One (1) year after date with interest being payable contemporaneously with payment of principal.

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the purchaser, or purchasers, with general warranty binding the Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to the Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note rendering the balance of the sales price, if any, to the Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of the Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

DEED OF TRUST

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In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively, but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

Note dated November 9, 1966 and renewed September 19, 1967 and renewed December 17, 1968, payable to the order of The First National Bank of Angleton, Texas, for the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00).

EXECUTED this 17th

day of December

A. D. 1969


A. B. Williamson

(Acknowledgment)

DEED OF TRUST
VOL 353 PAGE 85

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared A. B. Williamson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

17 day of December

, A. D. 1969

Notary Public in and for Brazoria

County, Texas.

FILED FOR RECORD
AT 9:00 O'CLOCK A. M.

DEC 22 1969

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of

, A. D. 19

Notary Public in and for

County, Texas.

18051

18051

DEED OF TRUST

TO

TRUSTEE FOR

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:

Handwritten signature
NOTARY PUBLIC
Brazoria, Texas 77605

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

day of

, A. D. 19

Notary Public in and for

County, Texas.

18052

DEED OF TRUST
VOL 353 PAGE 86

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X

WHEREAS, on the 9th day of November, 1966, A. B. WILLIAMSON made, executed and delivered to The First National Bank of Angleton, Texas, his promissory note of that date in the principal sum of Thirty Five Thousand Dollars (\$35,000.00) together with interest thereon from date at the rate of Eight Per Cent (8%) per annum, said note being payable on or before one year after date and to secure the payment of said note, said A. B. WILLIAMSON made, executed and delivered to L. R. GIESE, Trustee, a Deed of Trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. WILLIAMSON made, executed and delivered his promissory note to The First National Bank of Angleton, Texas, in the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00), being payable on or before the 20th day of October, 1967; the first above described note is secured by a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast
Investment Company Subdivision, F. J. Calvit
Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast
Investment Company Subdivision, F. J. Calvit
Survey, Abstract 51, Brazoria County, Texas;

Lot No. 104, Bridge Harbor Subdivision in the
F. J. Calvit Survey, Abstract 51, Brazoria County,
Texas;

which said Deed of Trust recorded in Volume 298 page 136, et seq. of the Deed of Trust Record - Brazoria County, Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 19, 1967, the said A. B. WILLIAMSON borrowed an additional sum of Fifteen Thousand Dollars (\$15,000.00) from The First National Bank of Angleton, Texas, and executed a

Renewal and Extension Agreement on that date in the sum of Fifty Three Thousand Five Hundred Dollars (\$53,500.00) and which said note was secured by a Deed of Trust Lien on the above described property, recorded in Volume 312 page 334 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, by written instrument dated December 17, 1968, the said A. B. WILLIAMSON borrowed an additional sum of Ten Thousand and No/100 Dollars (\$10,000.00) from The First National Bank of Angleton, Texas, and executed a Renewal and Extension Agreement on that date in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) as shown by Volume 335 page 686 of the Deed of Trust Records of Brazoria County, Texas, and on said date, did execute a new Deed of Trust to L. R. Glese for said amount, which said Deed of Trust is recorded in Volume 335 page 39 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, there is now owing on said note the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) and the said A. B. Williamson desires to renew and extend said above described notes and said liens securing the same on the above described property until all of said notes and interests thereon shall have been fully paid; and it is agreeable with said bank to grant such renewal and extension as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, A. B. WILLIAMSON, acknowledge that I am indebted to The First National Bank of Angleton, Texas, in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00), being the balance owing on that note dated September 19, 1967, and the note dated December 17, 1968, and which said note is secured by Deed of Trust Lien above recited, and I do hereby agree to pay said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) to the First National Bank of Angleton, Texas, on or before one (1) year after date with interest at the rate of Ten Per Cent (10%) per annum, said interest being payable contemporaneously with payment of principal, and for the purpose of evidencing

DEED OF TRUST
VOL 353 PAGE 88

said agreement, I do hereby make, execute and deliver to The First National Bank of Angleton, Texas, my promissory note of this date for the said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust lien hereinabove recited and additionally by a Deed of Trust Lien on this date to be executed by me and the said liens and all rights, powers and equities incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS this Extension Agreement this 17th day of December, 1969.

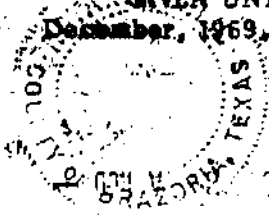
A. B. Williamson
A. B. Williamson

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of December, 1969.



Eugenia Daniel
Notary Public in and for Brazoria
County, Texas.

FILED FOR RECORD
AT 8:00 O'CLOCK 9 M

DEC 22 1969

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY [Signature] DEPUTY

DEED OF TRUST

6344

NOTICE

Prepared by the San Antonio Real Estate Board by Lawyers only. 4-69-10M
To select the proper form, fill in blank spaces, strike out form provisions
or insert special terms constituting the practice of law. No "standard
form" can meet all requirements. (Rev. 3-68)

DEED OF TRUST

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That A. B. Williamson

of Brazoria County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00), to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto L. R. Giese, Trustee of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in County, Texas, and described as follows, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

29.35 acres of land, being all of Tracts 20, 21 and 24 and a portion of Tracts 6, 7, 8 and 9, Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one certain promissory note of even date herewith in the principal sum of Sixty Three Thousand Five Hundred and No/100----- Dollars (\$63,500.00) executed by Grantors, payable to the order of The First National Bank of Angleton, Texas

in the City of Angleton Brazoria County, Texas as follows, to-wit:
Payable in 4 annual installments of \$5,000.00 each and one last and final payment of \$43,500.00, with the first of said payments due on or before May 12, 1971 and annually thereafter until said note is fully paid, with interest payable annually as it accrues on the unpaid principal.

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding the Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to the Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note rendering the balance of the sales price, if any, to the Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of the Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

DEED OF TRUST

Vol 358 pg 854

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

Note of even date herewith in the amount of \$63,500.00, from A. B. Williamson to The First National Bank of Angleton, Texas.

This lien represents a renewal and extension of various notes as set out in Deed of Trust dated December 17, 1969, and recorded in Volume 353 page 82 of the Deed of Trust Records of Brazoria County, Texas, and also set out in Renewal and Extension agreement of even date herewith.

EXECUTED this

12

day of

May]

A. D. 19 70

A. B. Williamson

A. B. Williamson

DEED OF TRUST

VOL. 358 PAGE 855
(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared A. B. Williamson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 12 day of May, A. D. 19 70.

Patricia A. Hopkins
Notary Public in and for Brazoria County, Texas.

PATRICIA A. HOPKINS
Notary Public, in and for
Brazoria County, Texas

FILED FOR RECORD
AT 8:05 O'CLOCK A. M.

(Acknowledgment)

MAY 14 1970

THE STATE OF TEXAS }
COUNTY OF

H. R. STEVENS, JR.
CLERK COUNTY COURT BRAZORIA COUNTY TEXAS
BY *M. Smith* DEPUTY

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of, A. D. 19

Notary Public in and for County, Texas.

14-14-70 36300 6.50

6344

DEED OF TRUST

TO

TRUSTEE FOR

6.50
1st Nat'l. Angleton

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:

J. G. B.
Box 248
Angleton 77515

(Corporate acknowledgment)

THE STATE OF TEXAS }
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of, A. D. 19

Notary Public in and for County, Texas.

6345

DEED OF TRUST

VOL 358 PAGE 856

THE STATE OF TEXAS

COUNTY OF BRAZORIA

WHEREAS, on the 9th day of November, 1966, A. B. Williamson made, executed and delivered to The First National Bank of Angleton, Texas, his promissory note of that date in the principal sum of Thirty Five Thousand Dollars (\$35,000.00) together with interest thereon from date at the rate of Eight Per Cent (8%) per annum, said note being payable on or before one year after date and to secure the payment of said note, said A. B. Williamson made, executed and delivered to L. R. Glese, Trustee, a Deed of Trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. Williamson made, executed and delivered his promissory note to The First National Bank of Angleton, Texas, in the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00), being payable on or before the 20th day of October, 1967; the first above described not is secured by a Deed of Trust lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast
Investment Company Subdivision, F. J. Calvit Survey,
Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast
Investment Company Subdivision, F. J. Calvit
Survey, Abstract 51, Brazoria County, Texas;

29.35 acres of land, being all of Tracts 20, 21 and 24 and a
portion of Tracts 6, 7, 8 and 9, Division 2, Brazos Coast
Investment Company Subdivision, F. J. Calvit League,
Abstract 51, Brazoria County, Texas.

which said Deed of Trust recorded in Volume 298 page 136, et seq. of the Deed of Trust Records of Brazoria County, Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 19, 1967, the said A. B. Williamson borrowed an additional sum of Fifteen Thousand Dollars (\$15,000.00) from The First National Bank of Angleton, Texas, and executed a

DEED OF TRUST
VOL 358 PAGE 857

Renewal and Extension Agreement on that date in the sum of Fifty Three Thousand Five Hundred Dollars (\$53,500.00) and which said note was secured by a Deed of Trust lien on the above described property, recorded in Volume 312 page 334 of the Deed of Trust records of Brazoria County, Texas; and

WHEREAS, by written instrument dated December 17, 1968, the said A. B. Williamson borrowed an additional sum of Ten Thousand and No/100 Dollars (\$10,000.00) from The First National Bank of Angleton, Texas, and executed a Renewal and Extension Agreement on that date in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) as shown by Volume 335 page 686 of the Deed of Trust Records of Brazoria County, Texas, and on said date, did execute a new Deed of Trust to L. R. Giese for said amount, which said Deed of Trust is recorded in Volume 335 page 689 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, by written instrument dated December 17, 1969, the said A. B. Williamson executed a Renewal and Extension in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) as shown by Volume 353 page 86 of the Deed of Trust Records of Brazoria County, Texas, and on said date, did execute a new Deed of Trust to L. R. Giese for said amount, which said Deed of Trust is recorded in Volume 353 page 82 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, there is now owing on said note the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) and the said A. B. Williamson desires to renew and extend said above described notes and said liens securing the same on the above described property until all of said notes and interests thereon shall have been fully paid; and it is agreeable with said bank to grant such renewal and extension as hereinafter provided;

DEED OF TRUST
VOL 358 PAGE 858

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that I,

A. B. Williamson, acknowledge that I am indebted to The First National Bank of Angleton, Texas, in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00), being the balance owing on that note dated September 19, 1967, and the note dated December 17, 1968, and which said note is secured by a Deed of Trust lien above recited, and renewed and extended on December 17, 1969, and I do hereby agree to pay said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) to the First National Bank of Angleton, Texas, in Four (4) annual installments of Five Thousand and No/100 Dollars (\$5,000.00) each and one last and final payment of Forty Three Thousand Five Hundred and No/100 Dollars (\$43,500.00), with the first of said payments due on or before May 12, 1971 and annually thereafter until said note is fully paid, with interest at the rate of Ten Per Cent (10%) per annum, said interest payable annually as it accrues on the unpaid balance, and for the purpose of evidencing said agreement, I do hereby make, execute and deliver to The First National Bank of Angleton, Texas, my promissory note of this date for the said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust lien hereinabove recited and additionally by a Deed of Trust lien on this date to be executed by me and the said liens and all rights, powers and equities incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS this Extension Agreement this 12th day of May, 1970.

A. B. Williamson
A. B. Williamson

THE STATE OF TEXAS X
COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared A. B. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of May, 1970.

FILED FOR RECORD
AT 2:05 O'CLOCK A. M.

Patricia A. Hopkins
Notary Public in and for Brazoria
County, Texas.

PATRICIA A. HOPKINS,
Notary Public, in and for,
Brazoria County, Texas

MAY 14 1970

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA COUNTY TEXAS
BY M. Smith DEPUTY

13947

NOTICE

Prepared by the San Antonio Bar Association for use by Lawyers only, 12-22-1966
 To select the proper form, fill in blank spaces, strike out / or insert special terms constitutes the practice of law. No "standard form" can meet all requirements. (Rev. 5-68)

DEED OF TRUST
 VOL 382 PAGE 902

RELEASE OF LIEN

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, of the County of Brazoria, and State of Texas,
 the legal and equitable owner and holder of one certain promissory note in the principal sum
 of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00)
 dated May 12, 1970, executed by A. B. Williamson

payable to the order of The First National Bank of Angleton, Texas
 more fully described in a Deed of Trust, duly recorded in Vol. 358
 page 852 of the Deed of Trust Records of Brazoria County, Texas:
 said note being secured by deed of trust lien
 against the following described property, to-wit:

Various tracts of land located in Brazos Coast Investment Company Subdivision,
 Abstract 51, and more specifically described in the deed of trust recorded in
 Volume 358, page 852, of the Deed of Trust Records of Brazoria County, Texas,
 to which reference is here made for all purposes and renewed and extended
 Volume 358, page 856, Deed of Trust Records to which reference is here made
 for all purposes.

for and in consideration of the full and final payment of said note, the receipt of which is hereby
 acknowledged, have released and discharged, and by these presents do hereby release and discharge,
 the above described property from all liens held by the undersigned securing said note.

EXECUTED this the 27 day of August, A. D. 1971.

ATTEST:

[Signature]
 Cashier

The First National Bank of Angleton

By *[Signature]*
 President

THE STATE OF TEXAS
COUNTY OF

DEED OF TRUST 2-5
VOL 382 PAGE 903

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19____.

Notary Public in and for _____ County, Texas

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19____.

Notary Public in and for _____ County, Texas.

13917

RELIEF OF LIFE

01

FILED FOR RECORD
AT 8:00 O'CLOCK a M.

SEP 3 1971

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY [Signature] DEPUTY

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared L. R. Giese,
President of The First National Bank of Angleton,
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act
and deed of said Corporation.

Given under my hand and seal of office on this the 2nd day of August, A. D. 1971.

Notary Public in and for Brazoria County, Texas

MISS EUGENIE ANN
Nancy Public on and for Greene County, Iowa

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:
 189587
 AMERICAN ... COMPANY
 HARPIS COUNTY ... CO
 2ND FLOOR ...
 ...

Gifts Mrs. Davis:

Tract No. 56

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by virtue of an order of sale issued by the Clerk of the District Court in and for Brazoria County, dated June 3, 1965 on a certain Judgment rendered in said Court on April 26, 1965 in a certain suit No. 45,105, Styled The Brazosport Independent School District vs. W. J. D. Way, et al,

I, Robert R. Gladney, Sheriff of said County, did upon June 3, 1965, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English Language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale,

beginning on the 8th day of June, A.D., 1965, in the The Brazosport Facts, a newspaper published in the

County of Brazoria, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the above named

defendants, and on the first Tuesday in July, 1965, within the hours prescribed by law, sold said hereinafter described land or lots at public vendue, at the Court House door of said County, at which sale the premises herein after described were struck off to

B. G. SANDLIN

for the sum of One Thousand and Five and NO/100----- Dollars,

he being the highest bidder therefor, and that being the highest bid for the same,

NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of the said sum of

One Thousand and Five and NO/100----- Dollars,

the receipt of which is hereby acknowledged, I, Robert R. Gladney, Sheriff as aforesaid, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

B. G. Sandlin, 115 Persimmon, Lake Jackson, Texas

all of the estate, right, title and interest which the Defendants in such suit had on the date said Judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

Tract 56, Division 8, Abstract 51, F. J. Calvit, 5 acres, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, subject, however, to the Defendant's right to redeem the same in the manner prescribed by law within two years from the date of said sale, unto the said B. C. Sandlin, his _____, heirs and assigns, forever, as fully and as absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale. It is understood and agreed that by virtue of said judgment and Order of Sale, writ of possession will issue within twenty days after the period of redemption shall have expired, but not until then.

In TESTIMONY WHEREOF, I have hereunto set my hand, this 30th day of July, 1965.

Robert R. Gladney
Sheriff Brazoria County, Texas

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared

Robert R. Gladney, Sheriff, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as Sheriff aforesaid, for the purposes, consideration and in the capacity therein expressed.

Given under my hand and seal of office, this 30th day of July, A.D. 1965.

Kathie Powers
NOTARY PUBLIC
Notary Public
in and for

BRAZORIA COUNTY, TEXAS

Brazoria County, Texas

FILED FOR RECORD
AT 10:00 O'CLOCK A M

AUG 4 1965

H. R. STEVENS, JR.

Clerk County Court, Brazoria Co., Tex.
BY H. Marshall DEPUTY

6659

DEED

VOL 1060 PAGE 537

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA)

THAT I, B. G. Sandlin, not joined herein by my wife as the property herein constitutes no part of my homestead, of Brazoria County, Texas hereinafter called GRANTOR, for and in consideration of the sum of \$ 10.00 and other good and valuable consideration to GRANTOR, in hand paid by Gulfco Marine Maintenance, Inc.

of Brazoria County, Texas hereinafter called GRANTEE, has the receipt and sufficiency of which is hereby acknowledged, have

GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GRANTEE, the following described property, to-wit:

Tract 56, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, reference to which is here made for all purposes.

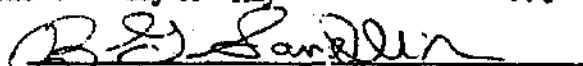
TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE, its heirs, successors and assigns, forever.

GRANTOR does hereby bind himself, his heirs, successors, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto GRANTEE, its heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS THE GRANTOR

this 11th day of May

1970



B. G. Sandlin

THE STATE OF TEXAS

COUNTY OF BRAZORIA


BEFORE ME, the undersigned authority, on this day personally
appeared B. G. Sandlin
known to me to be the person whose
name is subscribed to the foregoing instrument and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day
of May, 1970.


Notary Public in and for
Brazoria County, Texas

FILED FOR RECORD
AT 8:00 O'CLOCK A. M.

MAY 21 1970

H. B. STEVENS, JR.
CLERK COUNTY COURT - BRAZORIA COUNTY TEXAS
BY  DEPUTY

11958
THE STATE OF TEXAS
COUNTY OF BRAZORIA

PARTIAL
RELEASE OF LIEN

IN CONSIDERATION of the payment of the indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, that part of the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

The Deed of trust from Chromalloy American Corporation, a Delaware Corporation to Ralph E. David, Trustee, dated March 16, 1976, and recorded in Volume 501, page 360, of the Deed of Trust Records of Brazoria County, Texas, and which secured a note of even date therewith in the original principal sum of \$189,049.01 payable to First Freeport National Bank, Freeport, Texas, and effecting the following described property:

Tract No. 30, Brazos Coast Investment Company Subdivision, Division No. 6, P. J. Calvitt League, Abstract 51, Brazoria County, Texas, being the same property conveyed to Gulfco Marine Maintenance, Inc. from John M. Gresham by Deed dated February 28, 1970, recorded in Volume 1059, page 724, Deed Records, Brazoria County, Texas, and

Tract No. 56, Brazos Coast Investment Company Subdivision, Division No. 8, P. J. Calvitt League, Abstract 51, Brazoria County, Texas, being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated May 14, 1970, recorded in Volume 1060, page 537, Deed Records, Brazoria County, Texas.

This is a partial release and is executed, delivered, and accepted upon the expressed condition that the same shall not in anywise impair or affect the validity, priority or standing of such liens as to the rest of the premises covered thereby and such liens are hereby reserved.

EXECUTED this 11th day of April, 1979.

ATTEST:

FIRST FREEPORT NATIONAL BANK

Carmelia Bastian
CASHIER

BY Ralph E. David

THE STATE OF TEXAS Filed for Record at 8:10 o'clock A.M. Apr 19 1979 H.R.: Stevens, Jr.
COUNTY OF BRAZORIA Clerk County Court, Brazoria Co., Texas - By Robert T. Smith Deputy

BEFORE ME, the undersigned authority, on this day personally appeared Ralph E. David, Sr. Vice President of FIRST FREEPORT NATIONAL BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of April, 1979.

LUCILLE M. BREWER
NOTARY PUBLIC
BRAZORIA COUNTY, TEXAS
MY COMMISSION EXPIRES 7-1-80

Lucille M. Brewer
Notary Public in and for
Brazoria County, Texas

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF BRAZORIA §

That **FISH ENGINEERING & CONSTRUCTION, INC.** (the "Grantor" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and adequacy of all of which consideration are hereby acknowledged by Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto **JACK PALMER**, whose address is 1509 Alta Vista, Alvin, Texas 77511 and **RON W. HUDSON**, whose address is 34 Green Slope Place, The Woodlands, Texas 77381 (the "Grantee" whether one or more), all of the real property (the "Subject Property") situated in Brazoria County, Texas, described on Exhibit "A" attached hereto;

Provided, however, that the Subject Property is conveyed by Grantor and accepted by Grantee subject to general real estate taxes, easements, rights-of-way, all claims of any character to be asserted by the State of Texas or by any state, federal or local governmental authority or by the public generally in and to that part of the property herein described affected by the ebb and flow of the tide, all rights of the public to any portion of the property which may be within a navigable stream, all zoning laws, regulations, ordinances of municipal and other governmental authorities, mineral conveyances or reservations, and encumbrances, if any, affecting the Subject Property, including, but not limited to those matters shown on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions referred to above and ad valorem taxes for the current year, such exceptions being agreed to by Grantee and such taxes being assumed by Grantee by acceptance of this Deed.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE SUBJECT PROPERTY "AS IS", EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE SUBJECT PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A

5-12
1900
CK 1109

✓ 4th PG.

PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED
HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND
EXCLUDED.

EXECUTED this 1 day of Dec, 1997 EFFECTIVE
Dec 31, 1997.

GRANTOR:

FISH ENGINEERING & CONSTRUCTION, INC.

By: C. Kay Mann
Name: C. Kay Mann
Title: Vice President

GRANTEE:

Jack Palmer
Name: Jack Palmer

Ron W. Hudson
Name: Ron W. Hudson

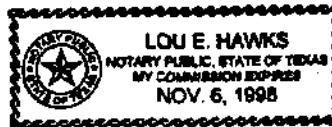
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. Kay Mason, Vice President of FISH ENGINEERING & CONSTRUCTION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of Dec, 1997.

Lou E. Hawks
NOTARY PUBLIC, STATE OF TEXAS

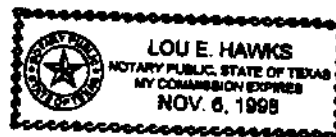
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §



BEFORE ME, the undersigned authority, on this day personally appeared Jack Palmer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of Dec, 1997.

Lou E. Hawks
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ron W. Hudson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of Dec, 1997.

Lou E. Hawks
NOTARY PUBLIC, STATE OF TEXAS

GRANTEES' ADDRESS:

✓ Jack Palmer
1509 Alta Vista
Alvin, TX 77511



Ron W. Hudson
34 Green Slope Place
The Woodlands, TX 77381

GRANTOR'S ADDRESS:

P. O. Box 16290
Houston, TX 77222-6290

AFTER RECORDING RETURN TO:

Mark A. Padon
Hays, McConn, Rice & Pickering, P.C.
400 Citicorp Center
1200 Smith Street
Houston, Texas 77002

EXHIBIT "A"

Tract No. 56, Brazoria Coast Investment Company Subdivision No. 8, F.J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B.G. Sandlin by deed dated the 14th day of May, 1970 of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas

EXHIBIT "B"

- (1) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.
- (2) Road right-of-way as described in instruments recorded in Volume 798, Page 685, Volume 798, pages 679-681, Deed Records, Brazoria County, Texas.
- (3) Easements to United States of America as described in instruments recorded in Volume 298, Page 5, Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, Deed Records, Brazoria County, Texas.
- (4) Minerals as described in instrument from J. W. Stone to Mary Ethel Paine, dated September 12, 1950, recorded in Volume 486, Page 472; from J. W. Stone to Mary Ethel Paine, dated March 11, 1957, recorded in Volume 681, Page 26; from H. Merlyn Christie to Kay Christie, et al, recorded in Volume 859, Page 269; from T. T. Stratton to R. M. Lee, dated March 4, 1936, recorded in Volume 276, Page 302; from J. H. Tigner to B. M. Cooley, et al, dated June 11, 1958, recorded in Volume 719, Page 390, Deed Records, Brazoria County, Texas, and all rights incident thereto.
- (5) One certain Deed of Trust of even date herewith executed by Gulfco, Inc. to Ralph E. David, Trustee, of record in Volume 657, Page 163 of the Deed of Trust Records of Brazoria County, Texas, to secure payment of one certain promissory note of even date therewith in the original principal sum of \$506,000.00, executed by Gulfco, Inc. and payable to the order of First Freeport National Bank, said note bearing interest as therein set out and payable in eleven quarterly installments of \$40,000.00 each (principal and interest) commencing February 12, 1980, and the principal balance of said note, including all accrued interest, being due and payable on or before November 12, 1982.

STATE OF TEXAS
COUNTY OF BRAZORIA
I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria
County, Texas, do hereby certify that this instrument was FILED
FOR RECORD and RECORDED in the OFFICIAL RECORD at the
time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

FILED FOR RECORD
99 MAY 12 AM 10:01

MAP 258267.

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS

SECURITY FEE	1.00
NIGHT-PRES	5.00
RECORDING	13.00
TOTAL	19.00

FILE # 21624
CHECK 19.00

DRAWER-A 1
0001 2127-0000 0207 5/12/99 12:23PM WED

Tract No. 57

John McKinney Sheriff,
Brazoria County, Texas.
By J A Martin Jr Deputy

282-329
The State of Texas)
County of Brazoria)

Before me, Richard J. Higgins, a Notary Public in and for said County and State, on this day personally appeared J. A. Martin, Jr. deputy Sheriff of Brazoria County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office, this 27 day of May A.D. 1932.

(SEAL) Richard J Higgins Notary Public in and for Brazoria County, Texas.

Filed for Record at 9 o'clock A.M. Oct 16 1936 H. R. Stevens Clerk County Court
Brazoria County, Texas By Bob Monahan Deputy

- - - 0 0 0 - - -

6993

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, by virtue of a certain Order of Sale for Delinquent Taxes issued out of the District Court of the County of Brazoria in favor of The State of Texas as plaintiff vs. Mrs. H. J. Titus, et al are defendants; on a certain judgment and decree of sale, rendered on the 10th day of February A.D. 1932 and directed and delivered to me, as Sheriff of Brazoria County, commanding me to seize and sell, as under execution in cases of foreclosure, the land and premises described in said order of sale, I, John McKinney, Sheriff as aforesaid, did, upon the 7th day of May A.D. 1932, in obedience to said order of sale, seize and levy upon all the estate, right, title and interest which the said defendants, on the 10th day of February A.D. 1932, so had of, in and to, and since said time had of, in and to the premises hereinafter described; and on the first Tuesday of June A.D. 1932, the same being the 7th day of said month, within the hours prescribed by law, sold said premises at public vendue in the County of Brazoria at the door of the Court House thereof in the City of Angleton, having first publicly advertised the time and place of such sale (by posting up written notices thereof, containing a statement of the authority by virtue of which the sale is made, the time of levy, the time and place of sale, the number of acres, the original survey and the locality in the County, of the property to be sold, with a description of the said property, at three public places in said County of Brazoria, one of which said notices was posted at the door of the Court House of said Brazoria County in the City of Angleton for more than twenty days successively next before the day of sale). and by mailing to W. S. Sproule being attorney of record of said defendants in execution, one copy of said notice of sale on the 7th day of May, A.D. 1932, as required by law.

AND WHEREAS, at said sale the said premises were struck off to J. S. Montgomery and J. F. Harris, for the sum of One and 50/100 (\$1.50) Dollars, they being the highest bidder therefor, and that being the highest secure bid for the same;

NOW THEREFORE, in consideration of the premises aforesaid and said judgment and order of sale, and of the payment of the said sum of One and 50/100 (\$1.50) Dollars, the receipt of which is hereby acknowledged, I, John McKinney Sheriff as aforesaid, have sold, and by these presents do Grant and Convey unto the said J. S. Montgomery and J. F. Harris, of Brazoria, Brazoria County, Texas all the estate, right, title and interest which the said Mrs. H. J. Titus, and if dead, all the unknown heirs and legal representatives and each of them of the said Mrs. H. J. Titus, and all unknown owners, and all parties owning or having or claiming

any interest in the land or lots hereinafter described, defendants had on the 10th day of February A.D. 1932, or at any time afterwards, in and to the following named land and premises, as described in the order of sale, and situated in Brazoria County, Texas, to-wit:

Being 5 acres known as Tract #57 in Subd. #8 of the Brazos Coast Investment Co's Subdivision of Abstract #51, F. J. Calvit, original grantee, and being the same land described in the deed from Carlos See, et al, to Mrs. H. J. Titus, August 31st, 1909, recorded in Vol. 94, page 302 of the deed records of Brazoria County, Texas, to which reference is here made for a better description of said land.

TO HAVE AND TO HOLD the above described land and premises unto the said J. S. Montgomery and J. P. Harris, their heirs and assigns, forever, as fully and as absolutely as I, as Sheriff aforesaid, can convey the same by virtue of said order of sale; provided, nevertheless, that the said land herein conveyed may be redeemed by the proper owner thereof, or by anyone having an interest therein, within two years from the date of said sale in the manner provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 30th day of June A.D. 1932

John McKinney Sheriff,

Brazoria County, Texas.

By J A Martin Jr Deputy.

The State of Texas)

County of Brazoria)

Before me, Richard J. Higgins, a Notary Public, in and for said County and State, on this day personally appeared J. A. Martin, Jr. Sheriff of Brazoria County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office, this 30th day of June A.D. 1932

(SEAL) Richard J Higgins Notary Public in and for Brazoria County, Texas.

Filed for Record at 9 o'clock A.M. Oct 16 1936 H. R. Stevens Clerk County Court
Brazoria County, Texas By Bob Monarch Deputy

- - - 0 0 0 - - -

6984

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, by virtue of a certain Order of Sale for Delinquent Taxes issued out of the District Court of the County of Brazoria in favor of The State of Texas as plaintiff vs. L. O. Walton, et al defendants, on a certain judgment and decree of sale, rendered on the 11th day of February A.D. 1932 and directed and delivered to me, as Sheriff of Brazoria County, commanding me to seize and sell, as under execution in cases of foreclosure, the land and premises described in said order of sale, I, John McKinney, Sheriff as aforesaid, did, upon the 6th day of April A.D. 1932, in obedience to said order of sale, seize and levy upon all the estate, right, title and interest which the said defendants, on the 11th day of February A.D. 1932, so had of, in and to, and since said time had of, in and to the premises hereinafter described; and on the first Tuesday of May A.D. 1932, the same being the 3rd day of said month, within the hours prescribed by law, sold said premises at public vendue in the County of Brazoria at the door of the Court House thereof in the City of Angleton, having first publicly advertised the time and place of such sale (by posting up written notices thereof, containing a statement of the authority by virtue of which the sale is made, the time of levy, the time and place of sale, the number of acres, the original survey and the locality in the County, of the property to be sold, with a description of the said property at times

No. 2034

Brazoria County

Vs.

A. P. George, et al

In the Matter of Proceeding by Brazoria County, Texas, For the Condemnation of Certain Property of A.P. George, et al, Pending in The County Court of Brazoria County, Texas.

ON THIS, the 22 day of April, A.D., 1937, came on to be considered the written statement of Brazoria County, Texas, filed upon behalf of said County to condemn certain lands belonging to the persons set forth in said written statement, and which said lands are fully described therein, a copy of which said written statement is hereto attached marked Exhibit "A" and made a part hereof for all purposes, and a map or plat of the Intracoastal Canal for the purposes of which said property is desired has been duly filed in the office of the County Clerk of Brazoria County, Texas, said project being for the purpose of navigation, which renders needful the construction and maintenance of a canal and the acquisition of right of way therefor, all of which will more fully appear from such statement filed with me, the undersigned Judge of Brazoria County, Texas, on the 22nd day of April, 1937, and which is hereto attached and made a part hereof as aforesaid; and it appearing from said statement that the real estate described therein is desired for public use by Brazoria County, Texas, a political subdivision of the State of Texas having the right of eminent domain under and by virtue of the laws of Texas, and that Brazoria County, Texas, the party desiring to condemn the property described in said statement hereto attached, has failed to agree with the owners of the land therein described and desired for public use as aforesaid, on the amount of damages and upon the value of said land, and I, the undersigned County Judge of Brazoria County, Texas, being of the opinion that the plaintiff in said suit is entitled to have special Commissioners appointed to assess the damages for the taking and condemnation of the lands described in said statement hereto attached; and it further appearing that said plaintiff in condemnation and the owners of said land have not agreed upon any persons to act as such Commissioners; and it appearing to me that F.M. Harvin, Ben D. Cannon and W.G. Stewart are three disinterested freeholders of Brazoria County, Texas, and residents of said County and State, and are in no wise disqualified to act as such under the laws of Texas, it is accordingly ordered that the above named freeholders be and hereby are appointed as special Commissioners to assess said damages arising by reason of the condemnation and appropriation of the lands described in said statement to public use and to the uses set forth in said statement.

It is further ordered that said Commissioners shall be sworn to assess said damages fairly and impartially in accordance with law, and that when such Commissioners shall have qualified by subscribing such oath and filing the same with the County Clerk of Brazoria County, Texas, they shall promptly set a time and place for hearing the parties, and the day appointed shall be the earliest practical day, and the place selected shall be as near as practical to the property in controversy or at the County seat of Brazoria County, Texas, and that such Commissioners shall issue notice in writing to each of the parties interested, notifying them of the time of such hearing and the place selected therefor, and that after service of such notice in the manner provided by law, they shall proceed to hear evidence with respect thereto and assess the damages arising by reason of said condemnation and the appropriation of such property to the uses set forth in the attached statement, in the manner provided by law, and by the terms and provisions of Title 52 of Revised Statutes of Texas.

(Continued)

Floyd Enlow
County Judge of
Brazoria County, Texas.

(ENDORSEMENTS: No. 2034 Brazoria County vs. A.P. George, et al
Filed June 4 1937 H. R. Stevens Clerk County Court, Brazoria County,
Texas By Rob Monarch Deputy - Filed by me this 4th day of June, 1937
Floyd Enlow Co. Judge Brazoria County, Texas)

Entered in County Court Minutes, Vol. 9., pg. 157-8-

No. 2034

THE STATE OF TEXAS
COUNTY OF BRAZORIA

IN RE: PROCEEDINGS BY THE
COUNTY OF BRAZORIA, FOR CON-
DEMNATION OF Certain Property
Belonging to A. P. George, et al.

TO THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS:

ON THIS the 26th day of June A.D. 1937 in the above numbered and captioned proceedings, came on to be considered a decision of the Special Commissioners therein filed with the County Judge of Brazoria County, Texas on the 4th day of June A.D. 1937, and it appearing to such Judge, that no objections to such decision have been filed within ten days, the same is herewith filed with the Clerk of this Court; and it is, therefore, ordered, adjudged and decreed that such decision, a copy of which is hereto attached, and made a part of this judgment be, and is hereby adopted as a judgment of this Court; it is further ordered, adjudged and decreed that Petitioner, Brazoria County, Texas, is entitled to condemn the lands and premises described in such decision for the purposes set forth in the statement filed in this cause, and that said land and an easement therein be and the same hereby is condemned for the purposes set forth in Plaintiff's statement filed among the papers of this cause, and that said decision be recorded with this judgment in the minutes of this Court, that Writ of Possession and all proper process necessary to carry this judgment into execution issue on behalf of Brazoria County, Texas.

IT IS further ordered that all costs in this proceeding be awarded against the Plaintiff.

Floyd Enlow
County Judge,
Brazoria County, Texas

ENDORSEMENTS: No. 2034 County of Brazoria vs. A. P. George, et al. JUDGMENT OF CONDEMNATION.
Filed Jun 26 1937 H. R. Stevens Clerk County Court Brazoria County, Texas By Bob Monarch

THE STATE OF TEXAS
COUNTY OF BRAZORIA

IN THE MATTER OF PROCEEDING BY THE
COUNTY OF BRAZORIA, FOR CONDEMNATION
OF CERTAIN PROPERTY belonging
to A. P. George, et al.

TO THE HONORABLE JUDGE OF THE COUNTY COURT
OF BRAZORIA COUNTY, TEXAS.

WHEREAS, on the 24th day of April, A.D. 1937, the County of Brazoria, a body corporate and politic, existing under and by virtue of the laws of the State of Texas, as a political subdivision of said State, filed a statement with the County Judge of Brazoria County, Texas, wherein, upon the facts alleged it sought to condemn and acquire for the public purposes therein stated the land therein described and hereinafter described, such condemnation having previously been authorized by order of the Commissioner's Court of said County duly made and entered as provided by law, and;

WHEREAS, upon consideration of such statement and forthwith, upon the filing, to-wit, on the 24th day of April 1937, said Judge appointed the undersigned three (3) disinterested freeholders of said County as Special Commissioners to assess the damages occasioned by the condemnation of such land, it appearing that all legal formalities requisite to such condemnation have been fully complied with, it appearing that the property hereinafter described is authorized and required to be taken for the public purposes set forth in said petition;

THEREFORE WE, the undersigned Commissioners so appointed as aforesaid, duly qualified as such on the 24th, day of April, 1937, by taking and subscribing oath prescribed by law and in the manner prescribed by law, and on the 24th day of April, 1937, by order duly issued and signed by each of us, we appointed and designated the 24th, day of May, 1937, in the District Court Room at the County Court House in the city of Angleton, Brazoria County, Texas, as the day and place for hearing of such parties in a proceeding to assess the damages for such condemnation, such day being the earliest practicable date and such place being the County Seat of

the county in which said property in controversy is situated, and of which time and place and hearing we issued notice in writing to each of said parties in the terms and wording as required by law, and it appearing that the place of residence and whereabouts of all of said parties were unknown, notice was served upon said parties by making due and legal publication of such notice once each week for four successive weeks previous to the date of such hearing, in the Angleton Times, a newspaper published in Brazoria County, Texas and legally qualified to publish same, said notice having been published and the return thereon having been made in all things in conformity with the law of Texas, with respect to the services of process on non-residents and unknown defendants, the persons so served with notice by publication as aforesaid being as follows:

A. P. George; H. K. Holloway; P. E. Schumann; M. Blankfield; B. Bryan; T. E. Holloway; Louis Usannaz; W. H. Huckelbridge; George Bradley; F. A. Patrick; E. S. Crocker; C. L. Jackson; B. McGhee; C. E. E. Thompson; Sam W. Gooch and Farnett G. Gooch; Sam Shearard; Charles S. Fisher; John Hillman; Patrick McSherry; Mrs. H. G. Titers; J. B. Walker; W. W. Perkins; Joe Taylor; G. L. Beck; William Freehart; Mark L. Arnold; A. I. Lee; R. E. Young; Emil Welsh, Sr; L. A. Shutta; Ernest Hensel; Mrs. J. L. Volz; A. V. Vinson; Frank Richart; T. A. Davis; Oscar A. Frixell; Walter M. Lamb; J. K. Truskett; E. P. Sims; W. J. Minges; F. W. Wiser; F. P. Rapp; Mrs. L. T. Kinkhead; Miss Myrtle L. Robertson; Mrs. Madeline S. White; George Weston; S. W. Peoples; William E. Buttomer and the Bland and Fisher Lumber Company, a defunct Corporation, and the unknown Stockholders of the said Bland and Fisher Lumber Company, and the unknown heirs and/or legal representatives of the unknown Stockholders of the Bland and Fisher Lumber Company.

AND, on the 24th day of May, 1937, it appearing that service on all of the above named parties had been perfected the County Judge of Brazoria County, and the undersigned Commissioners, each, appointed the Honorable Cleveland Davis, a practicing attorney at law of Angleton, Texas, as attorney Ad Litem to represent the defendants so served by publication in the manner aforesaid:

Whereupon said hearing and proceeding to assess the damages to which each and all of the respective defendants are entitled for the land actually taken and subjected to public use under this proceeding together with damages to other lands of each of such respective defendants and the incidental damages sustained by each of the defendants above named came on to be considered and the Commissioners having heard and considered the evidence with respect thereto, do accordingly assess such damages as would accrue to each of the respective owners of each of the respective tracts of land hereinafter described to be the amount specified and assessed to each of the respective owners as hereinafter set out, all of said property hereinafter described and for which damages are assessed herein being in the County of Brazoria and the State of Texas, as follows:-

(1)

Lot Number 23:

All that certain tract or parcel of land known as lot No. 23 on the map of the Intra-coastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the A. P. George; H. K. Holloway; P. E. Schumann and M. Blankfield five acre tract of land, known as lot No. 40, in the Brazos Coast Investment Subdivision No. 8 of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to A. P. George, H. K. Holloway, P. E. Schumann and M. Blankfield, at the sum of \$1.00, and apportion said damages to said parties equally, or one-fourth each, and if any or all of said parties be dead then the portion of said damages awarded to such parties is hereby apportioned to the unknown heirs and/or legal

representatives of such parties.

(2)

Lot Number 27:

All that certain tract or parcel of land known as lot No. 27 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the northerly right of way line of the Louisiana and Texas Intracoastal Waterway and the west line of the B. Bryan five acre tract, known as lot No. 36 of the Brazos Coast Investment Company's Subdivision No. 8, F.J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of lot No. 36 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 199+ 640.79; thence in a northeasterly direction along the north right of way line of said Louisiana and Texas Intracoastal Waterway, to an intersection with the east line of said Lot No. 36; thence in a southeasterly direction along the east line of said lot No. 36 to an intersection with the North bank of the old Intracoastal Canal; thence continuing in a southwesterly direction along said north bank to an intersection with the west line of lot No. 36; thence along said west line in a northwesterly direction to the place of beginning, and containing 2.2 acres of land, more or less.

(2) That certain tract or parcel of land, adjoining on the west of said tract No. 1, Section 11, as described in the paragraph immediately preceding, the east boundary line of said tract, being the west boundary line of tract No. 1, Section 11, and being described as the land of the party of the first part adjoining on the west of the tract or parcel herein conveyed, and being all of lot No. 36 of the Brazos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes and containing 2.8 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner, B. Bryan, if living and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.80.

(3)

Lot Number 41:

All that certain tract or parcel of land known as lot No. 41, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

(1) Beginning at a point which is the intersection of the west line of the five acre tract known as lot No. 22 of the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit survey, abstract No. 51, Brazoria County, Texas, and the reference line tangent of the Louisiana and Texas Intracoastal Waterway, opposite center line station 202 + 512.8; thence in a northwesterly direction along said west line of lot No. 22, to an intersection with the northerly right of way line of said waterway; thence in a northeasterly direction along said right of way line to an intersection with the east line of lot No. 22; thence in a southeasterly direction along said east line of lot No. 22, to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank of the old Intracoastal Canal, to an intersection with the west line of lot No. 22; thence in a northwesterly direction along said west line of lot No. 22, to the place of beginning, and containing 2.1 acres of land, more or less.

(2) That certain tract or parcel of land adjoining on the west of said tract No. 1, Section 3, as described in the paragraph immediately preceding, the east boundary line of said

tract, being the west boundary line of tract No. 1 Section 3, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 22, of the Brazos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes and containing 2.9 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described, to the owner T. E. Holloway, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.40.

-(4)

Lot Number 44:

All that certain tract or parcel of land, known as lot No. 44, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the northerly right of way line of the Louisiana and Texas Intracoastal Canal Waterway and the west line of the five acre tract known as lot No. 19, of the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas said west line of lot No. 19 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station No. 203 / 208.3; thence in a northeasterly direction along the north right of way line of said Louisiana and Texas Intracoastal Waterway, to an intersection with the east line of said lot No. 19; thence in a southeasterly direction along the east line of said lot No. 19 to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of lot No. 19; thence along said west line in a northwesterly direction to the place of beginning, and containing 2.0 acres of land, more or less,

(2) That certain tract or parcel of land, adjoining on the west of said tract No. 1, Section IV, as described in the paragraph immediately preceding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section IV, and being described as the lands of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 18, of the Brazos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes and containing 3.0 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner Louis Usannax, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.00.

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Lot Number 45:

All that certain tract or parcel of land, known as lot No. 45, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the northerly right of way line of the Louisiana and Texas Intracoastal Waterway, and the west line of the five acre tract of land known as lot No. 18, of the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas; said west line of lot No. 18 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite

center line station 203 / 437.0; thence in a northeasterly direction along the north right of way line of said Intracoastal Waterway to an intersection with the east line of said lot No. 18; thence in a southwesterly direction along the east line of said lot No. 18, to an intersection with the North bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said lot No. 18; thence along said west line in a northwesterly direction to the place of beginning and containing 1.9 acres of land, more or less.

(2) That certain tract or parcel of land adjoining on the west of said tract No. 1, Section V, as described in the paragraph immediately preceding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section V, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 18, of the Brazos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes and containing 3.1 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner W. H. Hucklebridge, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$8.86.

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Lot Number 46:

All that certain tract or parcel of land, known as Lot No. 46, on the map of the Intracoastal Canal Waterway duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the northerly right of way line of the Louisiana and Texas Intracoastal Waterway and the west line of the five acre tract of land known as lot No. 17, of the Brazoria Coast Investment Company's Subdivision No. 8, P. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of lot No. 17 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station 203 / 658.4; thence in a northeasterly direction along the north right of way line of said Intracoastal Waterway, to an intersection with the east line of said lot No. 17; thence in a southeasterly direction along the east line of said lot No. 17, to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said lot No. 17; thence along said line in a northwesterly direction to the place of beginning, and containing 2.0 acres of land, more or less.

(2) That certain tract or parcel of land; adjoining on the west of said tract No. 1, Section VI, as described in paragraph immediately preceding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section VI, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed, being all of lot No. 17 of the Brazos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes, and containing 3.0 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner George Bradley, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.00.

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Lot Number 64:

All that certain tract or parcel of land, known as Lot No. 64, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is an intersection of the west line of the five acre tract of land known as lot No. 4 in the Brazos Coast Investment Company's Subdivision No. 4, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas and the reference line of the Louisiana and Texas Intracoastal Canal Waterway at Station 207 / 491.7; thence in a northwesterly direction along said west line of lot No. 4, to an intersection with the northerly right of way line of said waterway; thence in a northerly direction along said right of way line to an intersection with the east line of lot No. 4; thence in a southeasterly direction along said east line of said lot No. 4, to an intersection with the north bank of the old Intracoastal Canal; thence in a southerly direction along said north bank of the old Intracoastal Canal, to an intersection with the west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4, to the place of beginning, and containing 1.6 acres of land, more or less.

(2) That certain tract or parcel of land, adjoining on the west of tract No. 1, Section VII, as described in paragraph immediately preceding, the east boundary line of said tract being the west boundary line of tract No. 1, Section VII, and being described as the lands of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 4, of the Brazos Coast Investment Company's Subdivision No. 4, not herein conveyed for right of way purposes, and containing 3.4 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner F. A. Patriak, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$7.60.

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Lot Number 71:

All that certain tract or parcel of land, known as lot No. 71 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the northerly right of way line of the Louisiana and Texas Intracoastal Waterway and the east line of the five acre tract of land known as lot No. 11, of the Brazos Coast Investment Company's Subdivision No. 4, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas; said east line of lot No. 11 intersects the reference line tangent of the Louisiana and Texas Intracoastal Canal Waterway opposite center line station 208 / 927.5; thence in a southeasterly direction along the east line of said lot No. 11, to an intersection with the north bank of the Old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 11 same being the east bank of East Union Bayou; thence along said west line in a northerly direction to an intersection with the north right of way line of the Louisiana and Texas Intracoastal Waterway; thence in a northeasterly direction along the north right of way line, to the place of beginning, and containing 0.5 acres of land, more or less.

(2) That certain tract or parcel of land adjoining on the west of said tract No. 1, Section VIII, as described in paragraph immediately preceding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section VIII, and being described as the

land of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 11, of the Brazos Coast Investment Company's Subdivision No. 4, not herein conveyed for right of way purposes, and containing 4.5 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner, E. S. Crocker, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$3.00.

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Lot Number 87:

All that certain tract or parcel of land, known as lot No. 87, on the map of the Intracoastal Canal Waterway, duly filed for record in the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

(1) Beginning at a point which is the intersection of the east line of the five acre tract of land, known as lot No. 19 of the Brazos Coast Investment Company's Subdivision No. 3, of the A. Mitchell survey, Abstract No. 98, Brazoria County, Texas, and the reference line of the Louisiana and Texas Intracoastal Canal Waterway, at station 211 / 291.8; thence in a southerly direction along the east line of said lot No. 19, to an intersection with the south line of said lot No. 19; thence in a westerly direction along said south line of No. 19, to an intersection with the reference line of the Louisiana and Texas Intracoastal Waterway; thence in a northeasterly direction along said reference line, same being the northerly right of way line of said waterway, to the point of beginning, and containing 0.02 acres of land, more or less.

(2) That certain tract or parcel of land, adjoining on the west of said tract No. 1, Section 9, as described in paragraph immediately preceding, the east boundary line of said tract being the west boundary line of tract No. 1, Section 9, and being described as the lands of the party of the first part adjoining the tract or parcel herein conveyed, and being all of Lot No. 19, of the Brazos Coast Investment Company's Subdivision No. 3, not herein conveyed for right of way purposes and containing 4.98 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner C. L. Jackson, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$1.80.

{ 10 }

Lot Number 95:

All that certain tract or parcel of land, known as lot No. 95, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) All of the B. McGehee five acre tract of land, known as lot No. 41, of the Brazos Coast Investment Company's Subdivision No. 8, of the P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to B. McGehee, at the sum of \$1.00, if the said B. McGehee be living, and if he be dead to his unknown heirs and/or legal representatives, for the foregoing lands and for all other damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be sub-

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jected.

(11)

Lot Number 96:

All that certain tract or parcel of land, known as lot No. 96, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the C. E. E. Thompson five acre tract of land, known as lot No. 48 of the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner, C. E. E. Thompson, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land, and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$1.00.

(12)

Lot Number 98:

All that certain tract or parcel of land, known as lot No. 98, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Sam M. Gooch and the Farnett G. Gooch tract of land, comprising five acres, and known as lot No. 44 of the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking of the land and premises above described to the uses set forth in the petition in this cause to Sam M. Gooch and Farnett G. Gooch, at the sum of \$1.00, and apportion said damages equally, or one-half, to each, and if any or all of said parties be dead, then the portion of said damages awarded to such parties is hereby apportioned to the unknown heirs and/or legal representatives of such parties.

(13)

Lot Numbers 101 & 102:

All that certain tract or parcel of land known as lots Nos. 101 & 102 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Sam Shearard five acre tracts of land, known as lots Nos. 47 and 48, located in the Brazos Coast Investment Company's Subdivision No. 8, in the F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the land actually taken and subjected to use under this proceeding, and which is hereinbefore described, to the owner, Sam Shearard, if living, and his unknown heirs and/or legal representatives if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected, at the sum of \$2.00.

(14)

Lot number 104:

All that certain tract or parcel of land, known as lot No. 104 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, and more particularly described as follows:

(1) All of the Charles S. Fisher five acre tract of land, known as lot No. 50, located in the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey,

Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Charles S. Fisher, at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Charles S. Fisher.

(15)

Lot Number 106:

All that certain tract or parcel of land, known as lot No. 106 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the John Hillman five acre tract of land, known as lot No. 52, located in the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to John Hillman, at the sum of \$1.00, if he be living, and if he be dead, to the unknown heirs and/or legal representatives of the said John Hillman.

(16)

Lot Number 108:

All that certain tract or parcel of land, known as lot No. 108 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Patrick McSherry five acre tract of land, known as lot No. 55, located in the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Patrick McSherry, at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Patrick McSherry.

(17)

Lot Number 111:

All that tract or parcel of land, known as lot No. 111, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Mrs. H. G. Titers five acre tract of land, known as lot No. 57, located in the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mrs. H. G. Titers at the sum of \$1.00, if she be living, and if she be dead, to the unknown heirs and/or legal representatives of the said Mrs. H. G. Titers.

(18)

Lot Number 113:

All that certain tract or parcel of land, known as lot No. 113, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) All of the J. B. Walker five acre tract of land, known as lot No. 59, located in the Brazos Coast Investment Company's Subdivision No. of the F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to J. B. Walker at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said J. B. Walker.

(19)

Lot Number 114:

All that certain tract or parcel of land, known as lot No. 114 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the W. W. Perkins five acre tract of of land, known as lot No. 60, located in the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to W. W. Perkins at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said W. W. Perkins.

(20)

Lot Number 115:

All that certain tract or parcel of land, known as lot No. 115 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Joe Taylor five acre tract of land known as lot No. 51, located in the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Joe Taylo at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Joe Taylor.

(21)

Lot Number 119:

All that certain tract or parcel of land, known as lot No. 119 on the map of the Intracoastal Canal Waterway duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the G. L. Beck five acre tract of land known as lot No. 12, located in the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to G. L. Beck at the sum of \$1.00, if he be living and if he be dead to the unknown heirs and/or legal representatives of the said G. L. Beck.

(22)

Lot Number 120:

All that certain tract or parcel of land, known as lot No. 120 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the William Frechart five acre tract of land, known as lot No. 11, located in the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damage for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to William Freshart at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said William Freshart.

(23)

Lot Number 121:

All that certain tract or parcel of land, known as lot No. 121 on the map of the Intracoastal Canal Waterway duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Mark L. Arnold five acre tract of land, known as lot No. 10, located in the Brazos Coast Investment Company's Subdivision No. 8, P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mark L. Arnold, at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Mark L. Arnold.

(24)

Lot Number 124:

All that certain tract or parcel of land, known as lot No. 124 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the A. I. Lee five acre tract of land, known as lot No. 2, located in the Brazos Coast Investment Company's Subdivision No. 7, P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to A. I. Lee at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said A. I. Lee.

(25)

Lot Number 125:

All that certain tract or parcel of land, known as lot No. 125 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the R. E. Young five acre tract of land, known as lot No. 3, located in the Brazos Coast Investment Company's Subdivision No. 7, of the P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to R. E. Young at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said R. E. Young.

(26)

Lot Number 126:

All that certain tract or parcel of land, known as lot No. 126 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Emile Welsh Sr., five acre tract of land, known as lot No. 4, located in the Brazos Coast Investment Company's Subdivision No. 7, of the P. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Emile Welsh Sr., at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the same Emile Welsh Sr.

(27)

Lot Number 129:

All that certain tract or parcel of land, known as lot No. 129, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the L. A. Shotts five acre tract of land known as lot No. 17, located in the Brazos Coast Investment Company's Subdivision No. 4, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to L. A. Shotts at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said L. A. Shotts.

(28)

Lot Number 130:

All that certain tract or parcel of land, known as lot No. 130 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Ernest Hensel five acre tract of land, known as lot No. 16, located in the Brazos Coast Investment Company's Subdivision No. 4, of the F. J. Calvit survey Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Ernest Hensel at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Ernest Hensel.

(29)

Lot Number 131:

All that certain tract or parcel of land known as lot No. 131, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Mrs. J. L. Volg five acre tract of land, known as lot No. 12, located in the Brazos Coast Investment Company's Subdivision No. 4, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mrs. J. L. Volg, at the sum of \$1.00, if she be living and if she be dead, to the unknown heirs and/or legal representatives of the said Mrs. J. L. Volg.

(30)

Lot Number 132:

All that certain tract or parcel of land, known as lot No. 132 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the A. V. Vinson five acre tract of land known as lot No. 13, located in the Brazos Coast Investment Company's Subdivision No. 4, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above

described to the uses set forth in the petition in this cause to A. V. Vinson at the sum of \$1.00, if he be living and if he be dead to the unknown heirs and/or legal representatives of the said A. V. Vinson.

(31)

Lot Number 135:

All that certain tract or parcel of land, known as lot No. 135 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Frank Richart and T. A. Davis five acre tract of land, known as lot No. 7 located in the Brazos Coast Investment Company's Subdivision No. 5, P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Frank Richart and T. A. Davis at the sum of \$1.00, to be divided equally between them, and if any or all of said parties be dead, then said damages awarded to said parties is hereby apportioned to the unknown heirs and/or legal representatives of the said Frank Richart and T. A. Davis.

(32)

Lot Number 139:

All that certain tract or parcel of land, known as lot No. 139, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Oscar A. Frissell five acre tract of land, known as lot No. 15, in the Brazos Coast Investment Company's Subdivision No. 5, of the P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Oscar A. Frissell at the sum of \$1.00, if he be living and if he be dead to the unknown heirs and/or legal representatives of the said Oscar A. Frissell.

(33)

Lot Number 140:

All that certain tract or parcel of land known as lot No. 140 on the map of the Intracoastal / Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Walter M. Lamb five acre tract of land, known as lot No. 1, located in the Brazos Coast Investment Company's Subdivision No. 3, of the A. Mitchell survey Abstract No. 98, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Walter M. Lamb, at the sum of \$1.00, if he be living and if he be dead to the unknown heirs and/or legal representatives of the said Walter M. Lamb.

(34)

Lot Number 149:

All that certain tract or parcel of land, known as lot No. 149, on the map of the Intracoastal Canal Waterway duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the J. H. Truskett 5.7 acres tract of land, known as lot No. 16, located in the Brazos Coast Investment Subdivision No. 3, A. Mitchell survey, Abstract No. 98, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above

described to the uses set forth in the petition in this cause to J. E. Truskett at the sum of \$1.00, if he be living, and if he be dead, to the unknown heirs and/or legal representatives of the said J. E. Truskett.

(35)

Lot Number 150:

All that certain tract or parcel of land, known as lot No. 150, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) Being a strip of land 300 feet in width located in the south central portion of the A. Mitchell Labor No. 17, Abstract No. 98, Brazoria County, Texas, adjacent to Freeport Harbor and bordered by the E. D. Dorchester tract on the northwest; Lots Nos. 15 and 16 of the Brazos Coast Investment Company's Subdivision No. 3, on the northeast; The United States Life Saving Station tract on the southeast; and the Freeport Harbor on the southwest, containing approximately 6.5 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to E. F. Simms at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said E. F. Simms;

(36)

Lot Number 157:

All that certain tract or parcel of land, known as lot No. 157 on the map of the Intracoastal Canal Waterway, duly filed for record in the in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the southerly right of way line of the Louisiana and Texas Intracoastal Waterway and the west line of the five acre tract of land known as lot No. 8, of the Brazos Coast Investment Company's Subdivision No. 2, P. J. Galvit survey, Abstract No. 81, Brazoria County, Texas; said west line being extended intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway, opposite center line station 208 / 922.5; thence in a northeasterly direction along the said southerly right of way line to an intersection with the east line of said lot No. 8; thence in a northwesterly direction along said east line to an intersection with the south bank of the old Intracoastal Canal; thence in a southwesterly direction along the said south bank to an intersection with the west line of said lot No. 8; thence in a southeasterly direction along said west line to the place of beginning, and containing 0.4 acres of land, more or less.

(2) That certain tract or parcel of land, adjoining on the south of said tract No. 1, Section 36, as described in the paragraph immediately preceding, the north line of said tract being the south line of tract No. 1, Section 36, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed being all of lot No. 8, of the Brazos Coast Investment Company's Subdivision No. 2, not herein conveyed for right of way purposes and containing 4.6 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner W. J. Minges, if living, and if dead, his unknown heirs and/or legal representatives, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and deposit of spoil and other uses to which same shall be subjected, at the sum of \$2.60.

(37)

Lot Number 159:

All that certain tract or parcel of land, known as lot No. 159, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the southerly right of way line of the Louisiana and Texas Intracoastal Waterway, and the west line of the five acre tract of land, known as lot No. 30, of the Brazos Coast Investment Company's Subdivision No. 1, B. T. Archer survey, Abstract No. 9, Brazoria County, Texas; said west line being extended intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway, opposite center line Station 197 + 503.3; thence in a northeasterly direction along the southerly right of way line of the Louisiana and Texas Intracoastal Waterway to an to the left; thence in a northwesterly direction along said southerly right of way line to an intersection with the south bank of the Old Intracoastal Canal; thence in a southwesterly direction along said south bank to an intersection with the west line of said lot No. 30; thence in a southeasterly direction along said west line of lot No. 30, to the place of beginning, and containing 0.2 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to F. W. Wiser, at the sum of \$1.00, if he be living, and if he be dead, to the unknown heirs and/or legal representatives of the said F. W. Wiser.

(38)

Lot Number 162:

All that certain tract or parcel of land, known as lot No. 162 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the southerly right of way line of the Louisiana and Texas Intracoastal Waterway, and the west line of the five acre tract of land known as lot No. 33, of the Brazos Coast Investment Company's Subdivision No. 1, B. T. Archer survey, Abstract No. 9, Brazoria County, Texas; said west line being extended intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 198 + 049.3; thence in a northeasterly direction along the southerly right of way line of the said Louisiana and Texas Intracoastal Waterway, to an intersection with the east line of lot No. 33; thence in a northwesterly direction along said east line to an intersection with the south bank of the old Intracoastal Canal; thence in a southwesterly direction along said south bank to an intersection with the west line of lot No. 33; thence in a southeasterly direction along said west line to the place of beginning and containing 0.7 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to F. P. Rapp, at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said F. P. Rapp.

(39)

Lot Number 164:

All that certain tract or parcel of land, known as lot No. 164, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the southerly right of way line of the Louisiana and Texas Intracoastal Waterway and the west line of the five acre tract known as lot No. 35, of the Brazos Coast Investment Company's Subdivision No. 1, B. T. Archer survey, Abstract No. 9, Brazoria County, Texas; said west line of lot No. 35 being extended

intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 198 / 466.7; thence in a northeasterly direction along the southerly right of way line of said Intracoastal Waterway, to an intersection with the east line of said lot No. 35; thence in a northwesterly direction along said east line to an intersection with the south bank of the old Intracoastal Canal; thence in a southwesterly direction along said south bank to an intersection with the west line of said lot No. 35; thence in a southeasterly direction along said west line of lot No. 35, to the place of beginning, and containing 1.1 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mrs. L. T. Kinkhead, at the sum of \$1.00, if she be living, or if she be dead, to the unknown heirs and/or legal representatives of the said Mrs. L. T. Kinkhead.

(40)

Lot Number 167:

All that certain tract or parcel of land, known as lot No. 167, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the north line of lot No. 39, Block No. 22, Fort Morris Subdivision, R. A. Shepard Survey, Abstract No. 708, Brazoria County, Texas, and the southerly right of way line of the Louisiana and Texas Intracoastal Waterway, said north line when extended in a westerly direction, intersects the reference line of the Louisiana and Texas Intracoastal Waterway opposite center line Station 145 / 784.0; thence in a southerly direction along said southerly right of way line to an intersection with the west line of lot No. 39; thence in a northerly direction along said west line to the northwest corner of said lot No. 39; thence in an easterly direction along the north line of said lot No. 39, to the point of beginning, and containing 0.001 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to Miss Myrtle L. Robertson, at the sum of \$1.00, the uses of which are set forth in the petition in this cause, if she be living, or if she be dead, to the unknown heirs and/or legal representatives of the said Miss Myrtle L. Robertson.

(41)

Lot Number 168:

All that certain tract or parcel of land, known as lot No. 168, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) All of lot No. 43, Block No. 22, Fort Morris Subdivision, R. A. Shepard Survey, Abstract No. 708, Brazoria County, Texas; the south line of said lot No. 43, when extended in a westerly direction intersects the reference line of the Louisiana and Texas Intracoastal Waterway opposite center line Station 145 / 908.6; and containing 0.06 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mrs. Madeline S. White, at the sum of \$1.00, if she be living, or if she be dead, to the unknown heirs and/or legal representatives of the said Mrs. Madeline S. White.

(42)

Lot Number 169:

All that certain tract or parcel of land, known as lot No. 169, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) All of lots Nos. 1 and 2, Block No. 20, Port Morris Subdivision, R. A. Shepard survey, Abstract No. 708 Brazoria County, Texas; the north line of said lots when extended in a westerly direction, intersects the reference line of the Louisiana and Texas Intracoastal Canal Waterway, opposite center line Station 145 + 946.0, and containing 0.12 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to George Weston at the sum of \$1.00, if he be living, or if he be dead, to the unknown heirs and/or legal representatives of the said George Weston.

(43)

Lot Number 170:

All that certain tract or parcel of land, known as lot No. 170 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the east line of lot No. 4, Block No. 20, Port Morris Subdivision of the R. A. Shepard Survey, Abstract No. 708 Brazoria County, Texas and the southerly right of way line of the Louisiana and Texas Intracoastal Waterway; thence in a southerly direction along said southerly right of way line to an intersection with the west line of lot No. 4, which is also the east line of lot No. 5; thence continuing across lot No. 5 to an intersection with the south line of lot No. 5; thence in a westerly direction along said south line to the southwest corner of lot No. 5; Thence in a northerly direction along said west line of lot No. 5, to the northwest corner of said lot No. 5; thence in an easterly direction along the north line of lot No. 5 and lot No. 4, said lots being adjacent, to the northeast corner of lot No. 4, said north line when extended in a westerly direction intersects the reference line of the said waterway, opposite center line Station 145 + 946.0; thence in a southerly direction along the east line of said lot No. 4, to the place of beginning, and containing 0.10 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to S. W. Peoples at the sum of \$1.00, if he be living, or if he be dead, to the unknown heirs and/or legal representatives of the said S. W. Peoples.

(44)

Lot Number 171:

All that certain tract or parcel of land, known as lot No. 171 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of Lot No. 6, Block No. 22, of the Port Morris Subdivision of the R. A. Shepard Survey, Abstract No. 708, Brazoria County, Texas, the north line of said lot No. 6, when extended, intersects the reference line of the Louisiana and Texas Intracoastal Waterway, opposite center line Station 145 + 659.4, and containing 0.06 acres of land more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to William H. Buttomer at the sum of \$1.00, if he be living, or if he be dead, to the unknown heirs and/or legal representatives of the said William H. Buttomer.

(45)

Lot Number 107:

All that certain tract or parcel of land, known as lot No. 107, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

May Regular Term 1937

(1) All of the Bland and Fisher Lumber Company's five acre tract of land, known as lot No. 53, located in the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to the Bland and Fisher Lumber Company, its unknown stockholders, and the unknown heirs and/or legal representatives of the said Bland and Fisher Lumber Company and/or its unknown stockholders, at the sum of \$1.00, and apportion said damages equally and if any or all of said parties be dead, then the portion of said damages awarded to such parties is hereby apportioned to the unknown heirs and/or legal representatives of such parties.

It being impossible at this time to locate the respective owners of the respective tracts of land hereinbefore described, it is ordered and provided that the total amount of damages above assessed be deposited in the Registry of the County Clerk of Brazoria County, Texas, to the credit and subject to the order of each of the respective owners hereinbefore set out, in the amount awarded to each of said respective owners as damages to the land of such owners.

The undersigned Commissioners further represent that a necessity exists for the condemnation and appropriation of the property hereinbefore described for the purposes set forth in the statement filed herein, by the county of Brazoria.

Court costs, including a fee of \$50.00 payable to the Honorable Cleveland Davis, Attorney Ad Litem are assessed against Brazoria County, Texas.

F. M. Harvin

Ben D Cannon

W. G. Stewart

Special Commissioners

6/4/37.

Filed by me this 4th day of June 1937.

Floyd Enlow

Co Judge Brazoria Co Texas

ENDORSEMENTS: No. 2034. Co of Brazoria vs A. P. George et al. REPORT OF COMMISSIONERS IN CONDEMNATION. Filed Jun 4 1937 H. R. Stevens Clerk County Court Brazoria County, Texas By Bob Monarch Deputy

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No. 184

Ex-Parte

vs

Hance Reynolds ✓

PETITION FOR LICENSE TO RETAIL BEER

ON THIS 30 day of January 1937 came on to be heard the petition in this cause, and it appears that lawful notice was given of the filing of this petition and the date set for a hearing. After hearing the evidence, the Court finds the facts stated in the said petition true.

It is therefore ordered and decreed by the Court that said petition be granted, and that the tax collector of Brazoria County, Texas is authorized, upon the payment to him of the fees required by law, to issue a license in accordance with said petition.

Floyd Enlow

County Judge
Brazoria County, Texas.

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No. 185

Ex-Parte

vs

Jack Quarles ✓

PETITION FOR LICENSE TO RETAIL BEER

ON THIS 2 day of July 1937 came on to be heard the petition in this cause, and it appears that lawful notice was given of the filing of this petition and the date set for a hearing. After hearing the evidence, the Court finds the facts stated in the said petition true.

It is therefore ordered and decreed by the Court that said petition be granted, and

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to me that they each executed the same for the purposes and consideration therein expressed, and the said Marian M. Britton, wife of the said James L. Britton, having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she, the said Marian M. Britton, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of November A.D. 1938.
(SEAL) Louise Albrecht Notary Public, Harris County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By P.W. Arrington, Deputy

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4087

Inclosure No. 29
7245 (Louisiana-Texas Intracoastal W.W.) 575/20

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, heretofore, to-wit, upon the dates and at the times hereinafter set out, Brazoria County, Texas, acting pursuant to the authority conferred upon it by law, has acquired rights of way and easements for the purpose of navigation and in aid thereof and for a canal and water way throughout Brazoria County, Texas, and the necessary dumping privileges and spoil banks appurtenant thereto, to be constructed under the Acts of the Congress of the United States of America now in force, and hereafter to be enacted; and,

WHEREAS, Brazoria County is desirous of conveying the same to the Government of the United States of America, all as is authorized and provided by Article 822a of the Revised Civil Statutes of Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Brazoria County, Texas, a municipal corporation and organized county within the State of Texas, acting herein by and through the duly elected, qualified and acting County Judge of Brazoria County, Texas, with the attest of the County Clerk of Brazoria County, Texas, and pursuant to an order of the Commissioners Court authorizing and directing this conveyance, for and in consideration of these premises, and the purposes hereinbefore set out, and the sum of \$10.00 to it in hand paid by the United States of America, has this day Granted, Bargained, Sold and Conveyed, and by these presents does Grant, Bargain, Sell and Convey, unto the United States of America, all right, title and easement together with all spoil disposal areas which it has acquired and is entitled to assert in and to the following described land and premises lying and being situated in Brazoria County, Texas, to-wit:

All of those certain lots, tracts or parcels of land known and designated as Lots Nos. 23, owned by A. P. George et al; 27, owned by B. Bryan; 41, owned by T. H. Holloway; 44, owned by Louis Usannez; 45, owned by W. H. Hucklebridge; 46, owned by George Bradley; 64, owned by F.A. Patrick; 71, owned by E.S. Crocker; 87, owned by C. L. Jackson; 95, owned by B. McGehee; 96, owned by C.E. E. Thompson; 98, owned by Gooch & Gooch; 101, owned by Sam Shearard; 102, owned by Sam Shearard; 104, owned by Chas. S. Fisher; 106, owned by John Hillman; 109, owned by Patrick McSherry; 111, owned by Mrs. H.G. Titers; 113, owned by J. B. Walker; 114, owned by W. W. Perkins; 115, owned by Joe Taylor; 119, owned by G. L. Beck; 120, owned by William Freehart; 121, owned by William Freehart; 121, owned by Mark L. Arnold; 124, owned by A. I. Lee; 125, owned by R.E. Young; 126, owned by Emilie Walsh; 129, owned by L.A. Shuttles; 130, owned by Ernest Hensel; 151, owned by Mrs. J. L. Volg; 132, owned by A. V.

Vinson; 135, owned by Frank Richart and T.A. Davis; 136, owned by Oscar Frizzell; 140, owned by Walter M. Lamb; 149, owned by J. H. Trassett; 150, owned by E.F. Sims; 157, owned by W.J. Minges; 159, owned by F.W. Wiser; 162, owned by F. P. Kapp; 164, owned by Mrs. L. T. Kinkhead; 167, owned by Miss Myrtle L. Robertson, being Lot 39, Block 22, Port Morris Subdivision; 168, owned by Mrs. Madeline E. White, being Lot 43, Block 22, Port Morris Subdivision; 169, owned by George Weston, being Lots 1 and 2, Block 20, Port Morris Subdivision; 170, owned by S.W. Peeples, being Lot 4, Block 20, Port Morris Subdivision; 171, owned by Wm. E. Buttomer, being Lot 6, Block 22, Port Morris Subdivision; and 107, owned by Bland and Fisher Lumber Company;

According to the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, duly filed and recorded in the office of the County Clerk of Brazoria County, Texas, and which said tracts of land are particularly described by metes and bounds in the decree of the County Court of Brazoria County, Texas, dated June 26, 1937, condemning said lands for the purpose above stated, in a certain cause styled Brazoria County Vs. A. P. George, et al., and numbered 2034 on the docket of the County Court of Brazoria County, Texas, and which said decree is duly recorded in the Minutes of the County Court of Brazoria County, Texas, and reference is here made to the aforesaid map and decree of the County Court of Brazoria County, Texas, for a more particular description of said land and premises.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and known and designated as Lot No. 110, according to the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, on file in the office of the County Clerk of Brazoria County, Texas, and being fully described in the decree of the County Court of Brazoria County, Texas, in a certain cause numbered No. 2077 and styled Brazoria County, Texas, Vs. Joseph Holte, and dated October 6, 1938, said decree being duly recorded in the minutes of the County Court of Brazoria County, Texas, and to which said decree and the record thereof and the map above described reference is here made for more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 47 on the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated October 6, 1938, in a certain cause numbered 2072, and styled Brazoria County, Texas, Vs. Charles Gilpin et al. on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 38 on the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2071, and styled Brazoria County, Texas, Vs. J.W. Dennis on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 60 on the map of the Intracoastal

Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2074, and styled Brazoria County, Texas, Vs. T. L. Smith, Jr., on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 86 on the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2076 and styled Brazoria County, Texas, Vs. Mrs. T. J. Wilson, on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 36 on the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2079, and styled Brazoria County, Texas, Vs. Chas. J. Rockenstein, on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 62 on the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2082, and styled Brazoria County, Texas, Vs. Mrs. Ella Dunn et al on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 103 on the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2083, and styled Brazoria County, Texas, Vs. A. M. Ramsey, et al. on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

TO HAVE AND TO HOLD unto the United States of America, for the purposes and uses hereinbefore set out, forever.

IN TESTIMONY WHEREOF, Brazoria County, Texas, has caused this instrument to be executed on its behalf by its County Judge and attested by its County Clerk and its corporate seal impressed hereon, this 11th day of January, A.D. 1939.

(COPY SEAL)

BRAZORIA COUNTY, TEXAS.

ATTEST: J.R. Monarch,
County Clerk of Brazoria County, Texas.

By O. K. Phillips
County Judge of Brazoria
County, Texas.

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Before me, the undersigned authority, on this day personally appeared O. K. Phillips known to me to be the person who executed the foregoing instrument in behalf of Brazoria County, Texas, and as County Judge of Brazoria County, Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the act and deed of Brazoria County, Texas.

Given under my hand and seal of office, this 11th day of January, 1939.

(SEAL) T. M. Gupion Notary Public in and for Brazoria County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By F.W. Arrington, Deputy

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4088

Inclosure No. 26
7245 (Louisiana-Texas Intracoastal W.W.) 575/26

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

Whereas, on the 26th day of February, 1938, Sam P. Allison, individually and as Independent Executor of the estate of Hannie M. Allison, deceased of Jackson County, State of Missouri, executed and delivered to the United States of America an easement and right of way and giving permission for the necessary spoil disposal area, as fully set out in said instrument, over which the Louisiana-Texas Intracoastal Waterway will be constructed and maintained by the Government over and across all that certain parcel of land known as Lot 19 in the S. P. Allison 50 acre tract of land located in the John Martin Survey, Abstract 331 in Brazoria County, Texas, being a strip 300 feet in width across the said S. P. Allison 50 acre tract, and said strip being fully described by metes and bounds in said easement deed, which is here referred to more specifically for the terms thereof and for the description of said strip of land, and which said easement deed is duly recorded in Volume 311, Page 121 et seq., of the Deed Records of Brazoria County, Texas, to which reference is here made; and,

Whereas, on the same date the said Sam P. Allison in the same capacity executed to the United States of America a like easement and spoil bank dumping privilege for like purposes over and across a tract of 70 acres of land owned by the said S. P. Allison, known as Tract No. 20 on the map of the Intracoastal Canal Waterway, comprising a strip 300 feet wide located in the John Martin Survey, Abstract 311 in Brazoria County, Texas, and fully described by metes and bounds in said easement deed, which is here referred to for its terms and for a full description of said 300 foot strip, which instrument is of record in Volume 311, Page 123, of the Deed Records of Brazoria County, Texas; and,

Whereas, heretofore, to-wit, on July 23, 1937, the said Sam P. Allison executed and delivered to the undersigned Magnolia Petroleum Company, a mineral lease upon said above described 50 acres of land and upon said above described 70 acres of land, and which said lease is still in full force and effect and is now owned by the undersigned, Magnolia Petroleum Company, and which said mineral lease is of record in Volume 296, Page 107 of the Deed Records of Brazoria County, Texas, to which reference is here made, and the United States of America desires that said lease be subrogated and made subordinate to the said right of way and spoil bank easement granted to the United States of America under the terms

according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said S. W. Hudgins, his heirs or assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said S. W. Hudgins, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same, or any part thereof.

Witness our hands, this 2 day of March, A.D. 1942.

Blair McCulley

Edna Mae McCulley

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, a notary public within and for said County and State, on this day personally appeared Blair McCulley and Edna Mae McCulley, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Blair McCulley acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Edna Mae McCulley, wife of the said Blair McCulley, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna Mae McCulley, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 2 day of March A.D. 1942.

(SEAL) J. L. Main Ex officio Notary Public within and for Brazoria County, Texas.

Filed for Record at 8:30 o'clock A.M. Mar 17 1942 J.R. Monarch Clerk County Court, Brazoria County, Texas By Alice Sanders Deputy.

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1449

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

That We, J. F. Harris and J. S. Montgomery of the County of Brazoria, State of Texas, in consideration of Ten Dollars (\$10.00) and other considerations by Hattie Stringfellow, to us in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do Grant, Bargain, Sell and Convey, subject to the reservations hereinafter contained, together with the right to ingress and egress at all times for the purpose of exploring, prospecting, mining, drilling and producing any or all gas, oil, or other minerals thereunder, unto the said Hattie M. Stringfellow all our interest in all those certain lots, tracts and parcels of land situated in Brazoria County, Texas, known and described as follows:

Lots Nos. 28-31-47-48-72-73-80-152-239-240-276-333-358-361-400-362-462-472-537-600-605 Division No. 14 A Calvit survey, Abst. 49.

Lots Nos. 108-110-113-59- Division 14, P. Espetrand survey, Abst. 42.

Lots Nos. 105-114-117-131-138-141-146-153-170-180-190-222-244-253-276-279-191- Division 13, P. Calvit, Abst. 49.

Lots Nos. 48-75 Division 12, A. Calvit survey, Abst. 49

Lots Nos. 49-88 Division 10 P. J. Calvit survey, Abst. 51

Lots Nos. 44-47-57-71-74-173 Division 9, P. J. Calvit survey, Abst. 51

351
Lots Nos. 9-14-57-77 Division 8, F. J. Calvit survey, Abst. 51
J. S. Montgomery J. P. Harris
Lots Nos. 73-112-116-155 & 175 Division 7 F. J. Calvit Abst. 51

Lots Nos. 50-84-85- Division 6. J. A. Wharton, Abst. 383.

Lots Nos. 32-41- Division 5. F. J. Calvit sur. Abst. 51

Lot No. 5 Division 4, F. J. Calvit Sur. Abst. 51

Lot No. 12 Division 2, F. J. Calvit sur. Abst. 51

Lots Nos. 109-147 Division 1, B. T. Archer sur. Abst. 9

Lots Nos. 82-134-137-139-144-147-218-251-309-337-270 Division 15, S. F. Austin sur.

Abst. 19.

all
containing 405 acres, more or less, out of the Brazos Coast Investment Company's Subdivision of land out of the above named surveys and others, which said subdivision is of record in the Plat Records of Brazoria County, Texas, to which reference is here made for further description.

There is excepted from this conveyance and reserved to the Grantors all of Grantors interest in the minerals in and under said premises together with the exclusive right to ingress and egress at all times for the purpose of exploring, prospecting, mining, drilling and producing any or all gas, oil, or other minerals thereunder, only the right which is here granted to Grantee to receive jointly, as a non participating royalty interest, an undivided one sixteenth (1/16) royalty interest in and to all minerals produced from Grantors interest in the minerals in, on or under said land.

As part of the consideration herefor, Grantee assumes and agrees to pay all current and delinquent taxes due on the tracts herein conveyed.

TO HAVE AND TO HOLD the above described premises, subject to the above reservations, together with all and singular the rights and appurtenances thereto in any manner belonging unto the said Mammie M. Stringfellow, her heirs and assigns, against all persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under us except that we do not warrant taxes for this or any other year.

Executed this the 24th. day of Febry. A.D. 1942.

J. P. Harris

J. S. Montgomery

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared J. P. Harris and J. S. Montgomery, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16 day of March, A.D. 1942.

(SEAL) Sophie B. Hoeft Notary Public in and for Brazoria County, Texas.

\$2.20 Int. Rev. Stamps Cancelled: 3-17-42 XXX

Filed for Record at 9:30 o'clock A.M. Mar 17 1942 J.R.Monarch Clerk County Court, Brazoria County, Texas By Alice Sanders Deputy.

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1450

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That I, J. R. Gayle, Jr., of Brazoria County, Texas, have granted, sold and conveyed, and by this instrument do grant, sell and convey unto R. E. Low, of the County of Galveston, State of Texas, the following described property sit-

#5958

J.R. Gayle Jr.
to
Nannie M. Stringfellow

Instrument---Quit-Claim Deed
Dated---July 14, 1947
Filed---July 16, 1947 at 1 p.m.
Recorded in Deed Book 418 pg. 442

0300

The State of Texas,

COUNTY OF BRAZORIA

Known all Men by These Presents:

That I, J.R. GAYLE JR.,

of the County of BRAZORIA and State of TEXAS, for and in consideration of
the sum of TEN (\$10.00) DOLLARS

to ME in hand paid by NANNIE M. STRINGFELLOW
of the County of BRAZORIA and State of TEXAS, the receipt of which
is hereby acknowledged, do I, by these presents BARGAIN, SELL, RELEASE, AND FOREVER
QUIT CLAIM unto the said NANNIE M. STRINGFELLOW

ME heirs and assigns, all MY right, title and interest in and to that certain tract or
parcel of land lying in the County of BRAZORIA, State of Texas, described as follows, to-wit:

Lots, tracts or parcels of land in the Brazos Coast Investment
Company's Subdivision of the B.T. Archer Survey, Abstract No. 9
and the F.J. Calvit League, Abstract No. 51;

Division	No.		Acres
	No. 1	109-147	10
"	No. 4	5	5
"	No. 5	52	5
"	No. 6	64-65-78-110-1/2 of 50	22.5
"	No. 7	73-112-115-155	20
"	No. 8	9-14-57-77-73	25
"	No. 9	44-47-57-71-74-173-160	35
"	No. 10	49-53	10
"	No. 11	15	5

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges
and appurtenances thereto in any manner belonging unto the said NANNIE M. STRINGFELLOW

ME heirs and assigns, forever, so that neither I the said
J.R. GAYLE JR.
nor MY heirs, nor any person or persons claiming under ME shall, at any time
hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any
part thereof.

WITNESS MY hand at FREEPORT BRAZORIA COUNTY TEXAS this 24th
day of July A.D. 19 47

Witnesses at Request of Grantor

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Brasoria

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

J.R. Gayle Jr.

knows to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of July A. D. 19 47MILDRED WOODIEL

Notary Public in and for

Brasoria

County, Texas.

WIFE, SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,
COUNTY OF

THE STATE OF TEXAS

IN THE COUNTY COURT OF

BRAZORIA COUNTY, TEXAS.

COUNTY OF BRAZORIA

SITTING IN MATTERS PROBATE

TO THE HONORABLE T. M. GUPPON, JUDGE OF SAID COURT:

COMES NOW your Petitioner, Lottie Harris and respectfully shows to the Court:

I.

That she resides at Brazoria in Brazoria County, Texas; that J. F. Harris is dead; that he died on or about the 27th day of August, 1947 at Brazoria in Brazoria County, Texas; that at the time of his death and for many years prior thereto he had been a bona fide resident of Brazoria County, Texas and that his principal property at the time of his death was situated in Brazoria County, Texas.

II.

That at the time of the death of the said J. F. Harris he was seized and possessed of real and personal property of the probable value in excess of \$10,000.00.

III.

That on the 8th day of October, 1938 the said J. F. Harris and your Petitioner duly executed their joint and several Last Will and Testament in writing and that same was witnessed by Geo. D. Rhodda and Cecil C. Reed and that said Last Will and Testament was executed with all the formalities and solemnities and under the circumstances required by law to make it a valid Will; that at the time of the said Last Will and Testament and contemporaneously therewith and as a part thereof the said J. F. Harris made and attached to said Last Will and Testament a codicil thereto, which codicil was wholly written by the said J. F. Harris and all of which is in the handwriting of the said J. F. Harris and is signed by the said J. F. Harris.

IV.

That both original of said Last Will and Testament and the codicil attached thereto are herewith filed with this application to probate the same in the office of the County Clerk of Brazoria County, Texas.

V.

That your Petitioner is nominated and appointed in said Last Will and Testament of the said J. F. Harris as the Independent Executrix of the estate of the said J. F. Harris, deceased; that your Petitioner is the surviving wife of the said J. F. Harris, deceased; that your Petitioner is not disqualified by law from accepting Letters Testamentary upon said estate, but is in all things duly qualified.

VI.

That the said Will directs that no bond be required of her as the Executrix of said estate of the said J. F. Harris, deceased.

WHEREFORE, your Petitioner prays the Court that citation be issued to all parties interested in said estate, as required by law, and that said Will and the codicil thereto be admitted to probate and that Letters Testamentary be issued to the Petitioner and Petitioner prays for such other orders as may be necessary and proper in the premises.

Leah E. Galloway
Attorney for Petitioner.

NO. 3823

IN THE MATTER OF THE
ESTATE OF J. F. HARRIS
DECEASED

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS,
IN PROBATE

ON THIS 27th day of September, 1947, personally appeared in open Court George G. Badge, who, first being duly sworn, testifies, deposes and says: That on the 8th day of October, 1936, and for several years prior thereto and at all times subsequent thereto until August 27th, 1947, he was personally and well acquainted with J. F. Harris, who had been bona fide and continuously residing in the town of Brazoria, in Brazoria County, Texas; that he had on various occasions had business transactions with the said J. F. Harris, and became acquainted with and knows the handwriting and signature of the said J. F. Harris.

That the instrument attached as a codicil to the last Will and Testament of the said J. F. Harris and filed in this Court on the 27th day of September, 1947, is wholly and in its entirety in the handwriting of and was written by the said J. F. Harris, and that the signature "J. F. Harris" appearing on said codicil is the genuine signature of the said J. F. Harris.

That the said J. F. Harris died in Brazoria, in Brazoria County, Texas, on the 27th day of August, 1947, and that he died intestate, and that the said last Will and Testament and the codicil thereto were in and to the said J. F. Harris.

NO. 3823

IN THE MATTER OF THE
ESTATE OF J. F. HARRIS
DECEASED

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS.
IN PROBATE.

ON THIS 23rd day of September, 1947, came on to be heard the application of Lottie Harris for the probate of the Last Will and Testament and the codicil attached thereto, of J. F. Harris, deceased, both of said instruments now produced in open Court; and it appearing to the Court that citation has issued on said application in the manner and form and for the

Brazoria County Abstract Company
INCORPORATED
ESTABLISHED 1872

...appearing to the Court that the said J. F. Harris, deceased, made the application for the probate of said will and the affidavits attached thereto, and the evidence, statement of which is filed in this case, being heard and fully considered by the Court, the Court is of the opinion and affirmatively finds that the Testator, J. F. Harris, is dead and that he died at Brazoria, in Brazoria County, Texas, on the 27th day of August, 1947. That at the time of his death and for many years prior thereto he had been a bona fide resident of Brazoria County, Texas, and his principal property at the time of his death was situated in Brazoria County, Texas, that on the 8th day of October, 1938, the said J. F. Harris was more than twenty-one years of age and that on said 8th day of October, 1938, and at all times subsequent thereto, until the death of the said Testator, J. F. Harris, he was of sound mind; that the instrument filed herein on the 23 day of September, 1947, executed by the said J. F. Harris and witnessed by Geo. D. Rodda and Cecil C. Reed, is the Last Will and Testament of the said J. F. Harris, deceased, and that the same was executed by the Testator with all the formalities and solemnities and under the circumstances required by law to make it a valid Will, and that said Will has not been revoked by the Testator; that the instrument filed on the 23 day of September, 1947 and attached to

said Last Will and Testament as a codicil thereto, is wholly written and in the handwriting of the said J. F. Harris, and that the same is duly signed in the genuine signature of the said J. F. Harris and that same constitutes a codicil to said Last Will and Testament, and that said codicil was executed by the Testator with all the formalities and solemnities and under the circumstances required by law to make it a valid codicil to said Last Will and Testament and that said codicil has not been revoked by the Testator.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the said Last Will and Testament, together with the Codicil attached thereto, the said J. F. Harris, deceased, be and the same are hereby admitted to probate and record as the Last Will and Testament of said J. F. Harris, deceased, together with the testimony taken in open Court, shall be

...of the said J. F. Harris, deceased, be and the same are hereby admitted to probate and record as the Last Will and Testament of said J. F. Harris, deceased, together with the testimony taken in open Court, shall be

Executrix thereof, and it further appearing to the Court that the said Lottie Harris is in all things qualified to act as the Executrix and to accept Letters Testamentary on said estate.

It is ORDERED and DECREED by the Court that Letters Testamentary upon said estate be and are hereby granted to the said Lottie Harris, she having first taken the Oath required by law, and that no bond or other security be required of her as such Executrix.

It is further found by the Court that Geo. G. Barge, J. B. Montgomery and L. J. McNeill Sr., three resident citizens of Brazoria County, Texas, are not interested in this estate and they and each of them are hereby appointed appraisers to appraise said estate and to make due return thereof within the time prescribed by law.

Wm. S. Supton
County Judge

NO. 3823

IN THE MATTER OF THE
ESTATE OF J. F. HARRIS
DECEASED

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS:
IN PROBATE.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, Lottie Harris, do solemnly swear that the writings which have been offered for probate are the Last Will and codicil attached thereto of J. F. Harris, deceased, so far as I know or believe, and that I will well and truly perform all of the duties of Executrix of said Will of the Estate of the said J. F. Harris, deceased.

Subscribed and sworn to before me, the undersigned authority, by Lottie Harris, on the 23rd day of September, 1947.

Wm. S. Supton
County Judge and for

#3823

LETTERS TESTAMENTARY

THE STATE OF TEXAS.

IN COUNTY COURT.

County of Prescott

Prescott County, Texas
September Term A.D. 1947

I, H. R. Stevens Jr.

Clerk of the County Court of

Prescott

County, Texas, do hereby certify that on the 20th

day of September

A.D. 1947

Lottie Harris

was duly granted by said Court Letters Testamentary of the Estate of

J. F. Harris

deceased,

and that he qualified as such Executor of said estate on the 20th day of

September

A.D. 1947

as the law requires, and that said

appointment is still in full force and effect.

Given under my hand and official seal this

Tenth

20th day of September

A.D. 1947

H. R. Stevens Jr.

Clerk

Prescott County, Texas

By Wm. Sanders Deputy

494529

Certain properties were mentioned in the will as being owned jointly by J. F. Harris and me. Subsequent to the death of J. F. Harris all the properties in which I was interested and which were standing in the name of J. F. Harris, or in which he was interested and standing in my name, have been transferred, assigned, conveyed and delivered by Lottie Harris, individually and as independent executrix of said estate, to me, and by me to Lottie Harris, individually and as executrix aforesaid. No properties are now being held by me for the J. F. Harris Estate, or Lottie Harris, individually or independent executrix, and no properties are being held by Lottie Harris, individually or independent executrix of said estate, for me. Furthermore, the said, S. B. Hoefle, does not own and does not have whatsoever (either surface, minerals or otherwise) in sections 2, 5, 6, 8, 13 and 17, containing 360 acres of land.

as the Wilson 300 acre tract, and being the East half of the S. F. Austin 700 acre tract and being the East half of a 200 acre tract described as follows: being known and described as Tract No. 6 of the subdivision of the Wilson 300 acre tract and the Wilson 500 acre tract, said Tract No. 6 being fully described in Deed Book 83, on page 610, Deed Records for Brazoria County, Texas, and being the same land described in the deed from A. H. Smith, et ux, to J. S. Montgomery, dated May 8, 1934, and of record in Volume 251, page 271 of the Deed Records of Brazoria County, Texas, to which reference is here made.

Affiant further states that she was familiar with and knew the properties which were held in escrow by J. F. Harris during his lifetime or other parties, and that she further knows that subsequent to the decease of the said J. F. Harris, the said Lottie Harris individually and as independent executrix, has made complete settlement and distribution of any and all property owned or for any and all parties by the said J. F. Harris during his lifetime and that there are no valid claims existing against the estate to the interest of Lottie Harris by reason of any provisions in the will of the said J. F. Harris.

WPA 67-4130 THIS 17th day of November, 1950.

S. B. Hoyle

Subscribed and sworn to, before me, the undersigned
 Authority, by S. E. Hoefle, this 18th day of November, 1950.

Floyd Enlow
NOTARY PUBLIC in and for Brazoria
County, Texas. *Floyd Enlow*

THE STATE OF TEXAS
COUNTY OF BRAZORIA

WORK ME, the undersigned authority, on this day personally
to E. B. [redacted] a feme sole, known to me to be the person
who is entitled to the foregoing instrument and acknow-
ledge that she executed the same for the purposes and

2339

In the Estate

of

Lottie Harris, dead.

Recorded in Probate Minutes Vol. 32 pg. 578-587-

NO. 444

IN THE MATTER OF THE
ESTATE OF MRS. LOTTIE HARRIS,
DECEASED

IN THE COUNTY COURT OF
BRASORIA COUNTY, TEXAS.
IN PROBATE.

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, George Ervin Harris, your petitioner, and respectfully shows to the Court:

I.

That your petitioner resides in Brasoria County, Texas; that Mrs. Lottie Harris is dead, that she died on or about the 4th day of February, 1951, at Brasoria, in Brasoria County, Texas; that at the time of her death, and for many years prior thereto, the said Mrs. Lottie Harris had been a bona fide resident of Brasoria County, Texas, and that her principal estate at the time of her death was and is situated in Brasoria County, Texas.

II.

That at the time of the death of the said Mrs. Lottie Harris, she was seized and possessed of real and personal property of the probable value in excess of \$20,000.00.

III.

That the said Mrs. Lottie Harris left a last will and testament duly executed on the 4th day of December, 1947, and witnessed by Carl H. Harris and Charles A. Harris as subscribing witnesses thereto and that said last will and testament is filed herewith with this application to probate the same, and that in said last will and testament said testament was named and appointed as executor of said estate.

That the said last will and testament of the said Mrs. Lottie Harris names and appoints your petitioner independent executor of said estate and expressly exempts your petitioner from giving bond or other security for the faithful performance of the duties of such executor; that the said last will and testament further provides and directs that no action be had in any court in the administration of this estate, other than to prove and record said last will and testament and to file an inventory and appraisement of this estate, and a list of claims due or owing decedent at the time of her death.

WHEREFORE, your Petitioner prays the court that citation be issued to all parties interested in said estate, as is required by law, and that said last will and testament of the said Mrs. Lottie Harris be admitted to probate and that letters testamentary be issued to your petitioner, and petitioner further prays for such other and further orders as may be necessary and proper in the premises.

Rick E. Emmons & Lee
Attorneys for Petitioner.

THE STATE OF TEXAS

COUNTY OF BRAZORIA

I, Mrs. Lottie Harris, being in good health and of sound and disposing mind and memory, do make, declare and publish this, My Last Will and Testament, hereby expressly revoking any and all Wills by me at any time heretofore made.

FIRST: I desire and direct that my body be buried in a Christian-like manner, suitable to my circumstances and condition in life.

SECOND: I desire and direct that all of my just debts and funeral expenses shall be paid out of my estate as soon after my decease as shall be found convenient.

THIRD: I give, devise and bequeath unto my sister, Florence Carson, the sum of Ten Thousand Dollars; should my said sister, Florence Carson predecease me, then I give, devise and bequeath unto her husband, Floyd Ervin Carson, the said sum of \$10,000.00; should both the said Florence Carson and her husband, Floyd Ervin Carson, predecease me, then this special bequest of \$10,000.00 shall lapse and become a part of the residue of my estate, which is disposed of in the next succeeding paragraph hereof.

This special bequest of \$10,000.00 shall be paid to the devisees as above provided by the Independent Executor of my estate in cash, as soon as the same shall be found convenient so to do.

FOURTH: It is my will and I give, devise and bequeath unto my beloved son, George Ervin Harris, in fee simple, all of the rest, residue and remainder of my estate, real, personal, mixed, of which I shall at the time of my decease be seized, of which I may be interested in at the time of my decease, or whatever the same may consist and shall be to him, his heirs and assigns forever.

I, Mrs. Lottie Harris, do hereby certify that the foregoing is my Last Will and Testament.

and I direct that no bond or other security be required of him as such Independent Executor.

FIFTH: It is my will and I further direct that no action be had in any court in the administration of my estate other than to prove and record this, My Last Will and Testament, and to file an inventory and appraisal of my estate, and a list of claims of my estate.

SIXTH: In Witness Whereof, I have hereunto subscribed my name in the presence of Charles Hendrick and Carl McElrath, each of whom I have requested to become attesting witnesses hereto, on this the 30 day of December 1947.

Mrs. Lottie Harris
Testatrix.

THE ABOVE INSTRUMENT IS herenow declared and published as her Last Will and Testament, and subscribed and signed by Mrs. Lottie Harris, the testatrix, in our presence, and we, at her request, and in her presence, and in the presence of each other, sign and subscribed our names hereto as attesting witnesses.

Carl McElrath

Charles A. Hendrick
Witness.

4339

NOTICE IN PROBATE

4339

THE STATE OF TEXAS

To any Sheriff or any Constable within the State of Texas—GREETING:

YOU ARE HEREBY COMMANDED to cause to be posted for ten days, exclusive of the day of posting, before the return day hereof, at the Courthouse door of Brazoria County a copy of the following notice:

THE STATE OF TEXAS

TO ALL PERSONS INTERESTED IN THE Estate of Mrs. Lottie Harris, Deceased
George Erwin Harris

filed an application in the County Court of Brazoria County on the 26th day of February 1951, for Probate of Will

which said application will be heard by said Court on the 12th day of March 1951, at the courthouse of said County, in Angleton, Texas at which time all persons interested in said Estate are required to appear and contest said application, should they desire to do so.

HEREIN FAIL NOT, but have you before said Court, on the first Monday after service is perfected, this Will with your return thereon showing how you have executed the same.

Witness my hand and official seal, at Angleton, Texas this 26th day of February 1951.

H. R. Stevens, Jr., Clerk

County Court, Brazoria County, Texas.
By *John A. Shuck* Deputy.

OFFICE'S RETURN

AT 4:00 P. M. on the 26th day of February A. D. 1951 at the Court House door of Orange County, Texas
 Came to hand the 26th day of February A. D. 1951 at the Court House door of Orange County, Texas
 executed on the 26th day of February A. D. 1951 at the Court House door of Orange County, Texas
 posting a copy of this notice at the Court House door of Orange County, Texas

From ... \$ 1.25

J. W. Marshall
County Clerk County, Texas
 By W. B. Bennett Deputy

3-19-51

(572)

No. 4339

ESTATE OF

Mrs. Lottie Harris

Deceased

Notice in Probate

February 26 1951

H. R. Stevens, Jr., Clerk

W. B. Bennett Deputy

FILED

MAR 12 1951

H. R. STEVENS, JR.
 CLERK OF THE COUNTY COURT, ORANGE COUNTY, TEXAS
 By W. B. Bennett DEPUTY

The Clerk of the Court

NO. 4324

IN THE MATTER OF THE
ESTATE OF MRS. LOTTIE
HARRIS, DEC'D

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS.
IN PROBATE

ON THIS, the 19th day of March, 1951, personally appeared
in open court, Charles A. Hendrix, who, being first
duly sworn, on his oath deposes and says:

That on the 30th day of December, 1947, he was present and
saw Mrs. Lottie Harris sign the instrument filed in this court
on the 26 day of February, 1951, and now shown to him bearing
dated the 30th day of December, 1947, and purporting to be the
Last Will and Testament of Mrs. Lottie Harris, deceased; that he
heard the said Mrs. Lottie Harris publish and declare said
instrument to be her Last Will and Testament; that at the time
of the signing and publishing the same the said Mrs. Lottie
Harris was over the age of 21 years and of sound mind; that
this affiant and Carl McElreath, whose signatures appear on the
said instrument of the 30th day of December, 1947, each of whom
were credible witnesses and each of whom were above the age of
16 years, signed and subscribed their names as witnesses to the
said instrument in the presence of and at the request of the said
Mrs. Lottie Harris and each in the presence of each other; that
the said Last Will and Testament was duly declared, published
and signed by the said Mrs. Lottie Harris as her Last Will and
Testament in the presence of said Charles A. Hendrix and Carl
McElreath and that said witnesses signed said Last Will and
Testament as witnesses thereto in the presence of the said
Mrs. Lottie Harris and in the presence of each other.

That afterwards, to-wit, on the 4th day of February, 1951, the
said Mrs. Lottie Harris died at Brazoria, in Brazoria County,
Texas, where she had resided for many years, without having
revoked said Last Will and Testament so far as is known to
Affiant.

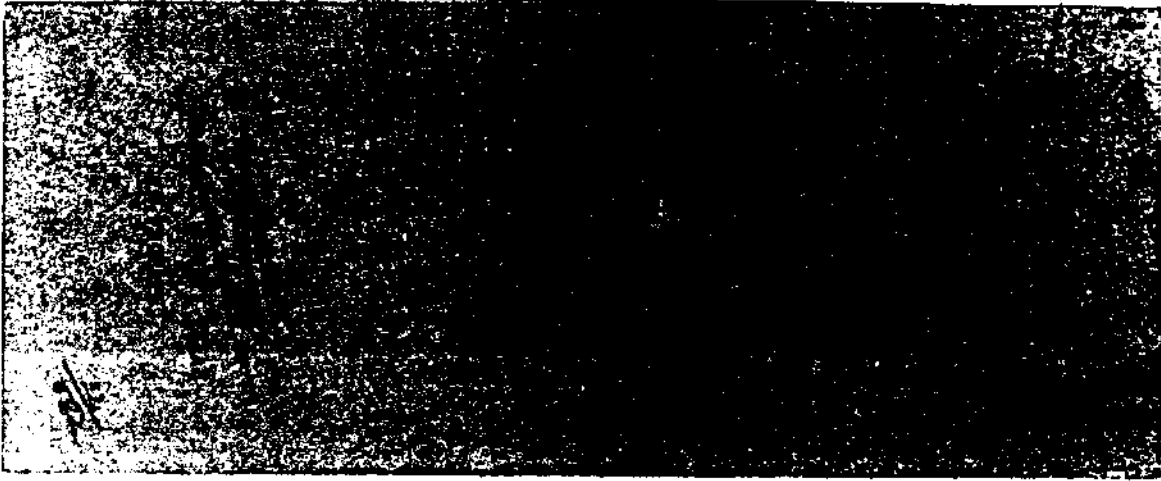
Charles A. Hendrix

#330

Subscribed and sworn to before me, in open court, on this
19th day of March, 1961.

M. R. STEVENS, JR., County Clerk
Brazoria County, Texas.

By [Signature] Deputy



No. 4339

IN THE MATTER OF THE ESTATE
OF MRS. LOTTIE HARRIS,
DECEASED

IN THE COUNTY COURT OF
BRASORIA COUNTY, TEXAS.
IN PROBATE

BE IT REMEMBERED, that on this 19th day of March, 1951, at a regular term of the County Court of Brasoria County, Texas, sitting in matters of probate, there came on to be heard the application of George Erwin Harris for the probate and establishing of an instrument in writing, dated the 30th day of December, 1947, which instrument is alleged to be the Last Will and Testament of Mrs. Lottie Harris, deceased, and for the confirmation of this court of his appointment as the Independent Executor of said estate; THEREUPON, the court examined the citation on the said application, together with the officer's return thereon, and finds the same in full compliance with law and no contest was made or filed herein to said application; WHEREUPON, there was produced in open court and offered and admitted in evidence an instrument in writing dated the 30th day of December, 1947, signed by Mrs. Lottie Harris and witnessed by Carl McIlrath and Charles A. Hendrix, which instrument was offered as the Last Will and Testament of the said Mrs. Lottie Harris, deceased, and THEREUPON came Charles A. Hendrix, one of the subscribing witnesses to said instrument, who testified in open court and such testimony and affidavit was thereupon offered, introduced and admitted as evidence herein; WHEREUPON, the Court having heard the application and evidence introduced to sustain it and being fully advised in the premises, is of the opinion, and hereon in the affidavit says, that the said instrument dated the 30th day of December, 1947, signed by Mrs. Lottie Harris, deceased, and duly witnessed by Carl McIlrath and Charles A. Hendrix, constitutes the Last Will and Testament of the said Mrs. Lottie Harris deceased, and is entitled to and should be admitted to probate as and for the Last Will and Testament of the said Mrs. Lottie Harris, deceased, and that George Erwin Harris as

-2-

Independent Executor of said estate should be in all respects confirmed, and Letters Testamentary granted to the said applicant and that no bond should be required of the said George Erwin Harris, Independent Executor, to insure the faithful performance of his duties, and that no further action be had in the County Court, or any other court, exercising probate jurisdiction in the administration of said estate, other than the filing and probating and recording of said Last Will and Testament and the return of the statutory inventory, appraisement and list of claims due or owing to said estate at the time of the death of the said Mrs. Lottie Harris, deceased.

It is, therefore, ORDERED, ADJUDGED AND DECREED that said notice and citation upon said application has been issued, served and returned in the manner and form and for the length of time required by law; that Mrs. Lottie Harris is dead and that she died on the 4th day of February, 1951, in Brazoria County, Texas, where she was residing; that the instrument of writing dated the 30th day of December, 1949, was duly signed by Mrs. Lottie Harris, the testatrix, and at the time of execution thereof she was of sound mind and above the age of twenty-one years, and that at and before the time of execution of said instrument, the said Mrs. Lottie Harris published and declared the same to be her Last Will and Testament and signed the same in the presence of Carl McKlreth and Charles A. Hendrix, each of whom signed the same in the presence of the said Mrs. Lottie Harris and in the presence of each other, as the attesting witnesses thereto, and that each of said witnesses thereto were above the age of fourteen years and was and is a credible person; that said instrument of writing, filed herein with its application for probate, is fully established as the Last Will and Testament of Mrs. Lottie Harris, deceased, and that same was executed with all the formalities required by law and under the circumstances then existing.

-3-

Testatrix; that a necessity exists for an administration upon said estate; and that applicant is not disqualified to act as Independent Executor of said estate, but is entitled thereto.

It is further ORDERED AND DECREED by the court that said instrument dated the 30th day of December, 1947, signed by Mrs. Lottie Harris and witnessed by Carl McElrath and Charles A. Hendrix, and filed herein, be, and the same is hereby established as the Last Will and Testament of said Mrs. Lottie Harris, deceased, and the same is hereby admitted to probate and record as the Last Will and Testament of said Mrs. Lottie Harris, deceased, and that said will and testimony given in open court shall be recorded in the Minutes of this court.

It is further ORDERED AND DECREED that George Erwin Harris be, and he is hereby confirmed and appointed as Independent Executor under the will of said estate and that he shall not be required to give bond or other security to insure the faithful performance of his duties as such Independent Executor and when he shall have taken the oath prescribed by law, then the Clerk of this Court shall issue to him Letters Testamentary upon said estate, which are hereby granted to him.

It is further ORDERED that J. L. Montgomery, Geo. H. Baggett and Charles A. Hendrix, three residents of Brazoria County, Texas, are not interested in this estate and they and each of them are hereby appointed appraisers to appraise the said estate and to make due return within the time prescribed by law.

Upon the return and approval of the inventory and appraisal and list of claims, no further action shall be had upon this estate and no further authority or control exercised over the Independent Executor thereof by this court, and this proceeding and estate shall be closed and the costs thereof paid by such Independent Executor and the assets belonging to the estate, and said estate shall be removed from the docket of this Court.

#339

NO. 4339

IN THE MATTER OF THE
ESTATE OF MRS. LOTTIE
HARRIS, DECEASED

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS.
IN PROBATE

.....

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, George Ervin Harris, do solemnly swear that I will well
and truly perform all of the duties of Independent Executor of
the Estate of Mrs. Lottie Harris, deceased.

George Ervin Harris
George Ervin Harris

Subscribed and sworn to before me, by George Ervin Harris,
on this 17th day of March, 1951.

John J. [Signature]
NOTARY PUBLIC IN AND FOR Brazoria
County, Texas.

THREE [Signature]
Notary Public in and for the State of Texas

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS

FILED

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS

Notary Public

The State of Texas

County of BRACKEN BRACKEN County Texas

I, H. E. Stevens, Jr., Clerk of the County Court of

BRACKEN County Texas do hereby certify that on the 19th

day of March A.D. 1932 George Ervin Hattie

was duly granted by said Court Letters Testamentary of the Estate of

Mrs. Lottie Hattie deceased

and that he qualified as such ^(Independent) Executor of said Estate

on the 19th day of March A.D. 1932 as the law requires;

and that said appointment is still in full force and effect.

Witness my hand and seal of office at Angleton, Texas this

19th day of March A.D. 1932

H. E. Stevens, Jr.,

Notary Public County of Bracken Texas

My Comm. Expires 1934

#4339
In the matter of the
Estate of Lottie Harris
Deceased

Recorded in Front to Minutes
Vol. 62 pg. 579-580



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
AUSTIN, TEXAS

12031

1212-33A

Estate of: Lottie Harris
Date of death: February 4, 1951
Residence: Brazoria County, Texas

4339.

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

This is to certify that, according to the records of this office, there are no outstanding Federal estate taxes due on the properties included in the estate tax return, Form 706, filed for the above-named estate, or on additional properties, if any, which may have been included as a result of the examination and audit of the return.

Judd Miller
Judd Miller
Chief, Collection Division
Internal Revenue Service
Austin District

THE STATE OF TEXAS |

COUNTY OF TRAVIS |

WITNESSED
H. R. STEVENS, JR., Clerk Brazoria Co.,
Texas By *M. DeLynn* Deputy

On this day personally appeared before me, a Notary Public in and for the State and County aforesaid, Judd Miller, Chief, Collection Division, Internal Revenue Service for the Austin District, to me well known as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

In witness whereof I have hereunto set my hand and official seal this the 30th day of September, 1959.

Ernest A. Allen
Notary Public, Travis County, Texas

FL-33A (2-59)

#4339
In the matter of the
Estate of Lottie Harris
Deceased

Recorded in Probate Minutes
Vol. 64 pg. 543-544.

NO. 4339

IN THE MATTER OF THE
ESTATE OF LOTTIE HARRIS,
DECEASED

2818

IN THE COUNTY COURT OF
BRAXORIA COUNTY, TEXAS
IN PROBATE

RELEASE AND RECEIPT

KNOW ALL MEN BY THESE PRESENTS, THAT LOTTIE HARRIS
of Braxoria County, Texas, by her last will and testament in writing,
bearing date of December 30, 1947, did, among other legacies therein
contained, give and bequeath unto me, the sum or legacy of Ten Thousand
Dollars (\$10,000.00) and of her said will and testament, did make and
constitute George Ervin Harris, Independent executor thereof without
bond. NOW, THEREFORE, I hereby acknowledge the receipt from the said
executor, as aforesaid, of the said sum or legacy of Ten Thousand Dol-
lars (\$10,000.00) so given and bequeathed to me as aforesaid, and do
acquit, release and discharge the estate of Lottie Harris, of and from
all legacies, dues, and demands whatsoever, under or by virtue of the
last will and testament or against or out of the estate of the said
Lottie Harris, deceased.

EXECUTED this 25th day of September, 1959.

Mrs. Florence Carson

THE STATE OF TEXAS |
COUNTY OF BRAXORIA |

Before me, the undersigned authority, on this day personally
appeared Mrs. Florence Carson, a widow, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged
to me that she executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office, this 25th day of
September, 1959.

M. R. R. R. R. R.
Notary Public in and for Braxoria
County, Texas

M. R. R. R. R. R.

WITNESSES:
I, _____, Notary Public,
do hereby certify that the foregoing is a true and correct
copy of the original as the same appears from the records of my
office.

#1339
In the matter of the
Estate of Lottie Harris
Deceased

Recorded in Probate Minutes
Vol. 64 pg. 543-544.

NO. 4339

IN THE MATTER OF THE
ESTATE OF LOTTIE HARRIS,
DECEASED

28:18

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS
IN PROBATE

RELEASE AND RECEIPT

KNOW ALL MEN BY THESE PRESENTS: That whereon, Lottie Harris
of Brazoria County, Texas, by her last will and testament in writing,
bearing date of December 30, 1947, did, among other legacies therein
contained, give and bequeath unto me, the sum or legacy of Ten Thousand
dollars (\$10,000.00) and of her said will and testament, do make and
constitute George Ervin Harris, independent executor thereof without
bond. NOW, THEREFORE, I hereby acknowledge the receipt from the said
executor, as aforesaid, of the said sum or legacy of Ten Thousand dol-
lars (\$10,000.00) so given and bequeathed to me as aforesaid, and do
acquit, release and discharge the estate of Lottie Harris, of and from
all legacies, dues, and demands whatsoever, under or by virtue of the
last will and testament or against or out of the estate of the said
Lottie Harris, deceased.

EXECUTED this 28th day of September, 1959.

Mrs. Florence Carson

THE STATE OF TEXAS |
COUNTY OF BRAZORIA |

Before me, the undersigned authority, on this day personally
appeared Mrs. Florence Carson, a widow, known to me to be the person
whose name is subscribed to the foregoing instrument, and she acknowledged
to me that she executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office, this 25th day of
September, 1959.

Morris Boring Field
Notary Public in and for Brazoria
County, Texas

Morris Boring Field

mm
V
1959

#4339
In the matter of the
Estate of Lottie Harris
Deceased

Recorded in Probate Minutes
Vol. 62 pg. 579-580



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
AUSTIN, TEXAS

12031

1212-33A

Estate of: Lottie Harris
Date of death: February 4, 1951
Residence: Brazoria County, Texas

4339

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This is to certify that, according to the records of this office, there are no outstanding Federal estate taxes due on the properties included in the estate tax return, Form 706, filed for the above-named estate, or on additional properties, if any, which may have been included as a result of the examination and audit of the return.

Judd Miller
Judd Miller
Chief, Collection Division
Internal Revenue Service
Austin District

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

WITNESSETH

H. R. STEVENS, JR., Clerk Brazoria Co.

Texas By *M. DeLynn* Deputy

On this day personally appeared before me, a Notary Public in and for the State and County aforesaid, Judd Miller, Chief, Collection Division, Internal Revenue Service for the Austin District, to me well known as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

In witness whereof I have hereunto set my hand and official seal this the 10th day of September, 1959.

Ernest A. Allen
Notary Public, Travis County, Texas

FL-33A (2-59)

9. Lots 1, 2, 8, 9 and 10, Block 174,
Brazoria Townsite Addition, town
of Brazoria, Texas, appraised at-----\$ 6,000.00
10. Lot 150D, Blk. 150, Brazoria Land &
Townsite Company Addition, town of
Brazoria, Texas, appraised at-----\$ 2,000.00
11. Undivided $\frac{1}{4}$ of 18.875 acs. in the S.
McNeill League, (Prell tract), Brazoria
County, Texas, appraised at-----\$ 500.00
12. 3.75 acs. in S. McNeill League, Abstract
94, being Tract 3D, Brazoria County,
Texas, appraised at-----\$ 60.00
13. Undivided $\frac{1}{4}$ interest in 10 acs., being
Tract 3, S. McNeill League, Abs. 94,
Brazoria County, Texas, appraised at-----\$ 200.00
14. Undivided $\frac{1}{4}$ interest in Lts. 3 and 4,
Blk. 115, Brazoria Land & Townsite Company
Addition, town of Brazoria, Texas,
appraised at-----\$ 200.00
15. 10 acs. in S. McNeill Survey, Abstract 94,
Brazoria County, Texas, being Lot 21,
appraised at-----\$ 5,000.00
16. 1/64th mineral interest in 9-1/3 acs.,
John Gossett League, Anderson County,
Texas, appraised at-----\$ 10.00
17. 1/64th mineral interest, constituting
3.26 acs. interest, John Whitley tract,
John Gossett League, Anderson County,
Texas, appraised at-----\$ 5.00
18. 86 acs. of minerals in tract of 181 $\frac{1}{2}$
acs. in the Jm. Cummings League, Abs.
59, Brazoria County, Texas, (M.
Huntington), appraised at-----\$ 100.00
19. Undivided 1/5 mineral interest in 21 $\frac{1}{2}$ acs.
John McNeil League, Abs. 92, Brazoria
County, Texas, appraised at-----\$ 20.00
20. Undivided 1/8 interest in 50 acs. of
minerals, John. McCloskey League,
Brazoria County, Texas, appraised at-----\$ 15.00
21. Undivided 1/2 interest in 46 acs. of
minerals, J. Mims League, Brazoria
County, Texas, appraised at-----\$ 100.00

22. .0156250 royalty interest, same being an undivided 1/8 interest in 100 acs. of minerals, (A.H.Smith tract), S. F. Austin 7-1/3 League, Abs. 20, Brazoria County, Texas, appraised at-----\$ 1,562.50
23. .0003908 royalty interest, same being 5 acs. of minerals in Lot 19, Block 20, Wild Peach Subdivision, S. F. Austin Survey, Abs. 20, Brazoria County, Texas, appraised at-----\$ 200.00
24. .0049375 royalty interest in J. W. Reynolds Lease, I. Keep League, Abs. 79, Brazoria County, Texas, appraised at-----\$ 1,500.00
25. 0.156250 royalty interest, same being an undivided 1/8 interest in 39 acs., being Lts. 1, 2, 5, 6, 9, 13 and 17, Salina S/d., S. F. Austin Survey, Abs. 20, Brazoria County, Texas, appraised at-----\$ 485.00
26. .0087263 royalty interest in 10.11 acs., being Lot 8, J. W. Magill S/d, John Cummings League, Abs. 57, Brazoria County, Texas, appraised at-----\$ 4,000.00

TOTAL VALUE OF REAL PROPERTY-----\$ 30,990.70

REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS AND
J. S. MONTGOMERY

1. All minerals in and under 10 acs., being Lts. 27 & 30, Blk. 25, Div. 6, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at-----\$ 10.00
2. All minerals in and under 80 acs., being part of Lt. 3, S. M. Williams Survey, Abs 138, Brazoria County, Texas, appraised at----\$ 80.00
3. Undivided 1/2 mineral interest in 37.50 acs., being Lt. 9, R. H. Williams Sur., Abs. 683, Brazoria County, Texas, appraised at----\$ 20.00
4. Undivided 1/2 interest (und. 1/2 interest being owned by George E. Harris Estate), in minerals and royalties in 405 acs., being Lts. 28, 31, 47, 48, 72, 73, 80, 152, 239, 240, 276, 333, 358, 361, 400, 362, 462, 472, 537, 600, 604, Div. 14, A. Calvit Sur., Abs. 49; Lts. 108, 110, 113, 59, Div. 14, F. Bertrand Sur., Abs. 42; Lts 105, 114, 117, 131, 138, 141, 146, 153, 170, 180, 190, 222, 244, 253, 276,

- 279, 191, Div. 13, A. Calvit Survey, Abs. 49; Lts 48 & 75, Div. 12, A. Calvit Survey, Abs. 49; Lts 49 & 88, Div. 10, F. J. Calvit Survey, Abs. 51; Lts 44, 47, 57, 71, 74, 173, Div. 9, F. J. Calvit Survey, Abs. 51; Lts. 9, 14, 57 & 77, Div. 8, F. J. Calvit Survey, Abs. 51; Lts. 73, 112, 116, 155, 175, Div. 7, F. J. Calvit Survey, Abs. 51; Lts. 50, 84 & 85, Div. 6, J. A. Wharton Survey, Abs. 383; Lts. 32 & 41, Div. 5, F. J. Calvit Survey, Abs. 51; Lt. 5, Div. 4, F. J. Calvit Survey, Abs. 51; Lt. 12, Div. 2, F. J. Calvit Survey, Abs. 51; Lt. 109 & 147, Div. 1, E. T. Archer Survey, Abs. 9; Lts. 82, 134, 137, 139, 144, 147, 218, 251, 309, 337 & 270, Div. 15, S. F. Austin Survey, Abs. 19, and being all of the minerals, subject to a 1/16th royalty interest, reserved in the deed from J. S. Montgomery and J. F. Harris to Nannie Stringfellow, dated Feb. 24, 1942, recorded Vol. 359, pg. 29, Deed Records, Brazoria County, Texas, appraised at-----\$ 500.00
5. All minerals in tract of 20 acs., being Lts 1 & 10, T. M. Boggs S/d of Tr. 24, Thomas Spraggins Survey, Abs. 366, Brazoria County, Texas, appraised at-----\$ 50.00
5. Undivided $\frac{1}{2}$ interest, being undivided $\frac{1}{2}$ interest owned by George E. Harris Estate, in all oil, gas and other minerals in 90 acres, being Lot 18, E. Andrews Survey, Abs. 5, Brazoria County, Texas, reserved in deed from J. F. Harris and J. S. Montgomery to Houston Farms Development Co., dated June 18, 1947, recorded Vol. 416, pg. 577, Deed Records of Brazoria County, Texas, appraised at-----\$ 10.00
6. Undivided $\frac{1}{2}$ interest, being undivided $\frac{1}{2}$ interest owned by George E. Harris Estate, in all oil, gas and other minerals in 30 acres, being Lot 30, E. Andrews Survey, Abs. 5, Brazoria County, Texas, reserved in deed from J. F. Harris and J. S. Montgomery to Houston Farms Development Co., dated June 18, 1947, recorded Vol. 416, pg. 577, Deed Records of Brazoria County, Texas, appraised at-----\$ 10.00
7. All minerals in 10.1 acs., being Lts 18 & 23, Blk. 16, Stern & Stern Wild Peach S/d, S. F. Austin Survey, Abs. 20, Brazoria County, Texas, appraised at-----\$ 10.00

8. All minerals in 17½ acs., Wm. Cummings Sur., Abs. 59, being minerals reserved in deed from J. F. Harris and J. S. Montgomery to T. L. Smith, Jr., dated Aug. 17, 1945, recorded Vol. 399, pg. 94, Deed Records of Brazoria County, Texas, appraised at-----\$ 50.00
9. Undivided ½ interest in all minerals in 10 acs., being Lts. 43 and 45, Blk. 22, Stern & Stern Wild Peach S/d, S. F. Austin Survey, Abs. 20, Brazoria County, Texas, (Peter Crain tract), appraised at-----\$ 20.00
10. All minerals in 5 acs., being Tract 62, Div. 14, Brazos Coast Investment Company S/d, Brazoria County, Texas, appraised at-----\$ 10.00
11. Undivided ½ interest in all minerals in Sec. 4, Blk. 114, Brazoria Land & Townsite Company Addition, town of Brazoria, Texas, appraised at-----\$ 10.00
12. Undivided ½ minerals in 20 acs., John Brown League, Brazoria County, Texas, (Mrs. Schol tract), owned George E. Harris ½ and J. S. Montgomery ½, appraised at-----\$ 5.00
13. Undivided 10 acs. of minerals in S. F. Austin 5 League Grant, purchased from R. S. Stanger, et ux., 8/25/34, known as the Ellen Wright tract, appraised at-----\$ 50.00
14. Undivided 2½ acs. in S. F. Austin 5 League Grant, Abs. 19, Brazoria County, Texas, known as the Cummings Tract, appraised at-----\$ 10.00
15. Undivided 1/128th mineral interest in minerals in 111 acs., C.G., H.A. & H.O. Alsbury Survey, Abs. 4, known as the Alston Tract, Brazoria County, Texas, appraised at-----\$ 10.00
16. All minerals under 10 acs., being Lts. 17 and 18, Blk. B, Div. 15, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, (surface sold to A. L. Guess,, appraised at-----\$ 10.00
17. Undivided 12½ acs. of minerals, S. F. Austin Sur., Abs. 20, Emily Summerville Tract, Brazoria County, Texas, appraised at-----\$ 10.00
18. ½ of minerals under 25 acs. in Thomas Williams League, Matagorda County, Texas, known as Hal Robinson Tract, appraised at-----\$ 10.00

19.	Undivided $\frac{1}{2}$ interest in minerals, other than sour dirt, in 6 acs., being Lt A, Div. 1, A. Darst Lg., Abs. 61, Brazoria County, Texas, appraised at-----	\$ 5.00
20.	Undivided $\frac{1}{2}$ royalty under tract of 25 acs., Wm. Cummings Lg., Abs. 59, Brazoria County, Texas, (J.C. Mack tract), appraised at-----	\$ 10.00
21.	The minerals only in and under 50 acs. in S.M. Williams Sur., Abs. 139, known as the Phillips Tract, Brazoria County, Texas, appraised at-----	\$ 10.00
22.	24.53 acs., being Lts. 14, 17, 20, 25 & 30, Blk. 26, Div. 6, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at-----	\$ 1,220.00
23.	34.89 acs., being Lts. 18 & 23, Div. 16, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at-----	\$ 872.00
24.	5 acs., being Lt. 22, Div. 16, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at-----	\$ 125.00
25.	10 acs., being Lt. 9, S. F. Austin Sur., Abs. 21, Brazoria County, Texas, appraised at-----	\$ 250.00
26.	5.60 acs., being Lt. 450, Blk. 15, S.F Austin Sur., Abs. 23, Brazoria County, Texas, appraised at-----	\$ 140.00
27.	The surface only of 10.11 acs., being Lt. 8, Blk. 14, J. W. Magill S/d, John Cummings Sur., Abs. 57, Brazoria County, Texas, appraised at-----	\$ 1,000.00
28.	15 acs., being Lt. 14, Blk. 14, John Cummings Sur., Abs. 57, Brazoria County, Texas, appraised at-----	\$ 1,500.00
29.	10 acs., being Lt. 64, George Harrison Lg., Abs. 73, Brazoria County, Texas, appraised at-----	\$ 100.00
30.	24 acs., being part of Lts. 1 - 6, Zeno Phillips Sur., Abs. 118, Brazoria County, Texas, appraised at-----	\$ 600.00
31.	26.82 acs., being part of Lts. 1-6, Zeno Phillips Sur., Abs. 118, Brazoria County, Texas, appraised at-----	\$ 670.00
32.	10 acs., being Lt. 34, HIGBER Sur., Abs. 227, Brazoria County, Texas, appraised at-----	\$ 400.00

33.	10.66 acs., being Lt. 11 and part of Lt. 10, E. S. Jonas Sur., Abs. 314, Brazoria County, Texas, appraised at-----	\$ 300.00
34.	6 acs., being Lt. 9B, Blk. 1, E. Little Sur., Abs. 320, Brazoria County, Texas, appraised at-----	\$ 90.00
35.	40 acs., being Lt. 14, H&B Sur., Abs. 475, Brazoria County, Texas, appraised at----	\$ 1,000.00
36.	East 1/2 of Blk. 103, Brazoria Townsite Add., Brazoria, Texas, together with improvements thereon, appraised at-----	\$ 1,000.00
37.	1/2 of Lt. 6, Blk. 104, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 250.00
38.	Lts. 1-8, Blk. 107, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 3,000.00
39.	Lts. 6, 7, 8 & 9, Blk. 110, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 400.00
40.	Lt. 8, Blk. 110, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 50.00
41.	Blks. 120 to 130, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 1,000.00
42.	Lts. 1, Blk. 160, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 1,000.00
43.	Lt. 2, Blk. 161, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 1,000.00
44.	Lts. 1, 2, 3, 4, & 5, Blk. 167, Brazoria Townsite Add., together with improvements, Brazoria, Texas, appraised at-----	\$10,000.00
45.	Lt. 4, Blk. 170, Brazoria Townsite Add., Brazoria, Texas, appraised at-----	\$ 1,000.00
46.	Lts. 10, 11 & 12, Blk. 5, Wilson Add., Brazoria, Texas, appraised at-----	\$ 150.00
47.	Lts. 3, 5 & 6, Blk. 6, Wilson Add., Brazoria, Texas, appraised at-----	\$ 150.00
48.	Lt. 1, Blk. 11, Wilson Add., Brazoria, Texas, appraised at-----	\$ 50.00
49.	All of Outlot 80, Town of Marvel, Brazoria County, Texas, appraised at-----	\$ 250.00
50.	Lt. 1, Blk. 17, Pearland, Texas, appraised at-----	\$ 25.00

51. 35.00 acs., being Lts. 16, 18, 20, 22,
24, 26 & 28, Blk. 7, Div. 4, S. F.
Austin Sur., Abs. 20, Brazoria
County, Texas, Texas, appraised at-----\$ 7,500.00
52. 10 acs., being Lts. 3 & 6, Blk 9,
Div. 4, S. F. Austin Sur., Abs. 20,
Brazoria County, Texas, appraised at-----\$ 250.00
53. 52 acs. in S. F. Austin Sur., Abs. 20,
Brazoria County, Texas, held in name
of George Erwin Harris, appraised at-----\$ 2,500.00
54. Lt. 5, Blk. 710, Town of Velasco,
Texas, appraised at-----\$ 250.00
55. Part of Lt. 18, Div. 13A, S. F. Austin
Sur., Abs. 20, Brazoria County, Texas,
being 40.37 acs., appraised at-----\$ 1,000.00
56. Lt. 2, Div. 16, S. F. Austin Sur., Abs.
20, being 10 acs., Brazoria County,
Texas, appraised at-----\$ 250.00
57. Outlot No. 203, Marvel, Brazoria County,
Texas, (this tract being in dispute at
this time), appraised at-----\$ 100.00

TOTAL VALUE OF REAL PROPERTY OWNED JOINTLY
BY J. G. MONTGOMERY AND GEORGE ERWIN HARRIS--\$ 40,848.00
1/2 TO ESTATE OF GEORGE ERWIN HARRIS--\$ 20,424.00

REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS, ET AL.

Part of Lt. 1, Blk. 17, George Tennille
Sur., Abs. 131, being 1.24 acs.,
Brazoria County, Texas, appraised at-----\$ 100.00

1/2 TO ESTATE OF GEORGE ERWIN HARRIS--\$ 50.00

REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS AND
FLORENCE CARSON

1. 17.60 acs, being Lts. 40A-20A & East
part of 11A, Div. 10, S. F. Austin Sur.,
Abs. 20, Brazoria County, Texas,
appraised at-----\$ 250.00

2. 99 acs., being Lts. 10, 20A, 22, 37A
and West part of 11A, Div. 10, S.F.
Austin Sur., Abs. 20, Brazoria
County, Texas, appraised at-----\$ 1,250.00

TOTAL VALUE OF REAL PROPERTY OWNED JOINTLY
BY GEORGE E. HARRIS AND FLORENCE CARSON-----\$ 1,500.00

1/2 TO ESTATE OF GEORGE ERWIN HARRIS--\$750.00

REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS
AND C. C. HAMPIL

Undivided 1/2 interest in 20 acs. of
minerals, Wm. Cumming & Co., Abs. 59,
Brazoria County, Texas, (which mineral
interest is held in the name of C. C.
Hampil and was bought by C.C.Hampil
from M. Huntington for the benefit of
J. F. Harris and C. C. Hampil, 1/2
thereof to each), appraised at-----\$ 50.00

1/2 TO ESTATE OF GEORGE ERWIN HARRIS--\$25.00

REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS,
J. S. MONTGOMERY AND W. N. GREER

Undivided 5 acs., being part of Lt.
98A, Blk. L, ba. 541, ACH&B Sur.,
Brazoria County, Texas, appraised at-----\$ 150.00

TOTAL VALUE TO ESTATE OF GEORGE ERWIN
HARRIS, BEING UNDIVIDED 1/3 THEREOF---\$ 50.00

REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS AND
MRS. SOPHIE B. HOEFLE

Undivided 1/10 interest in 5 acs., S. M.
Williams Sur., Brazoria County, Texas,
appraised at-----\$ 50.00

1/2 TO ESTATE OF GEORGE ERWIN HARRIS--\$25.00

RECAPITULATION

Total of real property owned by George Erwin Harris, individually-----	\$ 30,990.70
Total of real property owned jointly by George Erwin Harris and J. S. Montgomery-----	\$ 20,424.00
Total of real property owned jointly by George Erwin Harris, et al-----	\$ 50.00
Total of real property owned jointly by George Erwin Harris and Florence Carson-----	\$ 750.00
Total of real property owned jointly by George Erwin Harris and C. C. Hapil-----	\$ 25.00
Total of real property owned jointly by George Erwin Harris, J. S. Montgomery and W. N. Greer----	\$ 50.00
Total of real property owned jointly by George Erwin Harris and Mrs. Sophie B. Hoefle-----	\$ 25.00

PERSONAL PROPERTY

BANK DEPOSITS

1. To the account of George E. Harris in First State Bank of Brazoria, Texas, as of May 16, 1956-----\$ 303.38
2. To the account of Harris & Montgomery, in First State Bank of Brazoria, Texas, as of May 16, 1956, \$4,296.20, 1/2 to George E. Harris-----\$ 2,148.10
3. To the account of George E. Harris and George C. Badge, in First State Bank of Brazoria, Texas, as of May 16, 1956, \$5.00, 1/2 to George E. Harris-----\$ 2.50
4. To the account of George E. Harris and Mrs. Florence Carson, in First State Bank of Brazoria, Texas, as of May 16, 1956, \$580.65, 1/2 to George E. Harris-----\$ 290.42

5. To the account of Ida Hobbs, George E. Harris, Sophie B. Hoefle and J. S. Montgomery, in First State Bank of Brazoria, Brazoria, Texas, as of May 16, 1956, \$81.00, 1/4 to George E. Harris--\$ 20.25
6. To the account of J. F. Harris, Building Account, in First State Bank of Brazoria, Brazoria, Texas, as of May 16, 1956-----\$1,960.21
7. To the account of J. F. Harris, Estate, in First State Bank of Brazoria, Brazoria County, Texas, as of May 16, 1956-----\$2,096.53
8. To the Account of J. F. Harris, Special Account, in First State Bank of Brazoria, Brazoria, Texas, as of May 16, 1956-----\$ 242.99
9. To the account of Mrs. Lottie Harris and Florence Carson, in First State Bank of Brazoria, Brazoria, Texas, as of May 16, 1956, \$2,092.20, 1/2 to George E. Harris-----\$1,046.10
10. To the account of Smith Bros. in First State Bank, Brazoria, Texas, as of May 16, 1956-----\$1,947.55
11. To the account of George Erwin Harris in First City National Bank of Houston, as of May 16, 1956-----\$1,298.76
12. To the account of George Erwin Harris in The First National Bank of Angleton, Angleton, Texas, as of May 16, 1956-----\$2,981.13
13. Household and kitchen furniture, appraised at-----\$ 200.00
14. One 1955 Chevrolet Fordor Sedan, Appraised at-----\$
15. One 1952 Chevrolet Pick-up Truck, 1/2 ton, appraised at-----\$
16. 1 head of cattle (sold to N. P. Danford), appraised at-----\$ 275.00
17. 15 head of cattle (sold to Gulf Coast Commission Company), appraised at-----\$ 745.95
18. 2 head of cattle (now in the possession of Frank E. Harris near Brazoria, Texas,) appraised at-----\$ 200.00
- 18A. Amicable Life Insurance Company Policies Nos. 204873 and 204874, each for \$2,500.00, and accumulated dividends \$54.56, total-----\$ 5,054.56

19. One Farmall Model A Tractor, together with 1 mower, 1 disc, 1 leveling blade and 1 plow, appraised at-----\$ _____

STOCK:

20. First State Bank of Brazoria, Brazoria, Texas, 2 shares, Certf. #21-----\$ 800.00
21. Farmers Cotton Oil Company, 14 shares, Certf. 452, appraised at-----\$ 1,400.00
22. Kirby Petroleum Company, 100 shares, Certf. #C54310, appraised at-----\$ 200.00
23. Tennessee Gas Transmission Company, 20 shares, Certf. #HC/O 220845, appraised at-----\$ 640.00
24. Texas Gulf Sulphur Company, 300 shares, Certf. #C282893, 297617 and C297618, appraised at-----\$ 5,700.00
25. First City National Bank of Houston, Houston, Texas, 94 shares, Certf. # 2111, 2112, 2113, 3899, 6326, 6324, appraised at-----\$ 3,478.00
26. Stratton Oil & Gas Co., 50 shares, Certf. #3, appraised at-----\$ 1.00
27. Carter Rose Oil Co., Dallas, Texas, 50 shares, Certf. #15, appraised at-----\$ 1.00
28. San Bernard Oil Co., Angleton, Texas, 26 shares, Certf. #32, 45, 69, 70 & 71, appraised at-----\$ 1.00
29. Hyde Production Co., Houston, Texas, 1 share, Certf. #158, appraised at-----\$ 1.00

UNITED STATES WAR SAVINGS BONDS:

NO.	DATE	PAYABLE TO	MATURITY VALUE	VALUE AT DEATH
L22460347E	12/42	Mrs. Lottie Harris	\$ 50.00	\$ 54.60
L22460350F	12/42	Mrs. Lottie Harris	50.00	54.60
C44776164E	12/43	Mrs. Lottie Harris	100.00	106.00
C84642192E	12/44	Mrs. Lottie Harris	100.00	103.00
C82395413E	12/45	Mrs. Lottie Harris	100.00	100.00
M6007448E	1/44	Mrs. Lottie L. Harris - J. Frank Harris	1,000.00	1,060.00
D5277153E	1/44	"	500.00	530.00
D3839953E	4/43	J. F. Harris	500.00	538.00
D3839952E	4/43	J. F. Harris	500.00	538.00
C30732957E	5/43	J. F. Harris	100.00	107.60
L34997005E	5/43	J. F. Harris	50.00	53.80

C30418924E	6/43	J.F.Harris	\$ 100.00	\$107.60
Q174969208E	6/43	J.F.Harris	25.00	26.90
Q197146643E	8/43	J.F.Harris	25.00	26.90
C39512211E	8/43	J.F.Harris	100.00	107.60
D3027248E	9/43	J.F.Harris	500.00	530.00
Q339279738E	2/44	J.F.Harris	25.00	26.50
C53674089E	2/44	J.F.Harris	100.00	106.00
M7696610E	6/44	J.F.Harris	1,000.00	1,045.00
M85085660E	7/44	J.F.Harris	1,000.00	1,045.00
D10666417E	12/44	J.F.Harris	500.00	515.00
M10524158E	6/45	J.F.Harris	1,000.00	1,015.00
D13372952E	6/45	J.F.Harris	500.00	507.50
D13375626E	12/45	J.F.Harris	500.00	500.00
D11989546E	12/44	J.F.Harris & Lottie L. Harris	500.00	515.00
C50620967E	9/43	"	100.00	106.00
D6565424E	9/43	"	500.00	530.00
L7764155E	3/42	J. Frank Harris	50.00	55.40
L7924900E	4/42	J. Frank Harris	50.00	55.40
L7927499E	5/42	J. Frank Harris	50.00	55.40
Q19668335E	5/42	J. Frank Harris	25.00	27.70
Q22360331E	6/42	J. Frank Harris	25.00	27.70
Q35415990E	7/42	J. Frank Harris	25.00	27.70
Q35415988E	7/42	J. Frank Harris	25.00	27.70
L12438793E	7/42	J. Frank Harris	50.00	55.40
L12438806E	9/42	J. Frank Harris	50.00	54.60
C15627711E	10/42	J. Frank Harris	100.00	109.20
Q54445468E	10/42	J. Frank Harris	25.00	27.30
D210615E	10/42	J. Frank Harris	500.00	546.00
D3027923E	12/42	J. Frank Harris	500.00	540.00
C26912237E	2/43	J. Frank Harris	100.00	109.20
C26912238E	2/43	J. Franklin Harris	100.00	109.20
C24831712E	2/43	J. Frank Harris	100.00	109.20

TOTAL VALUE OF BONDS-----\$ 11,898.80

TOTAL VALUE OF PERSONAL PROPERTY-----\$

TOTAL RECAPITULATED VALUES:

Total value of Bank Deposits, other items of
personal property, Stock-----\$ 34,985.42

Total value of United States War Savings Bonds----\$ 11,898.80

TOTAL VALUE OF PERSONAL PROPERTY TO ESTATE--\$ 46,884.22

TOTAL VALUE OF ESTATE

Real Property-----\$ 52,314.70

Personal Property-----\$ 46,884.22

Total-----\$ 99,198.92

We, the undersigned appraisers, solemnly swear that the foregoing is a full and fair appraisal of the Estate of George E. Harris, deceased, produced before us by Floyd Enlow, Independent Executor of said Estate.

George C. Badge
J. S. Montgomery
Appraisers



Subscribed and sworn to before me, the undersigned
by George C. Badge, J. S. Montgomery and H. H. Perkins,
25 day of June, 1957.

H. H. Perkins
Notary Public in and for Brazoria
County, Texas.

Debts owing to the Estate-----NONE

Debts owing by the Estate:

1. Walt Funeral Home, West Columbia, Texas-----\$ 950.00
2. Bills outstanding at date of death, which
were paid by George Badge and which was
refunded to George Badge, these were all
local bills, such as utility, grocery,
maid, etc.-----\$259.51
3. Checks outstanding at date of death and
which were reissued and paid by Floyd
Enlow, Ind. Executor-----\$160.56
4. Estimated court costs-----\$250.00
5. Estimated attorney fees-----\$1,500.00

I, Floyd Enlow, Independent Executor of the Estate of George E. Harris, deceased, do solemnly swear that the foregoing inventory, appraisal and list of claims is a full and complete inventory and list of property and claims belonging to the Estate of George E. Harris, deceased, that have come to my knowledge.

Floyd Enlow
Floyd Enlow

#5159

Subscribed and sworn to before me, the undersigned
authority, by Floyd Enlow, on this 25th day of June, 1957.



Lillian Ferguson
Notary Public in and for Brazoria
County, Texas.

7-29-57
H. R. STEVENS, JR., Clerk Brazoria Co.,
Taken By M. Ockum

#5159

NOTICE TO COMPTROLLER OF INVENTORY AND APPRAISEMENT

"Article 1914. Within ten (10) days after an inventory and appraisement and list of claims shall have been filed and approved by the Probate or Precious Court in the estate of any decedent, it shall be the duty of the decedent or administrator of such estate to file with the Clerk of said Court, a statement setting forth the names and addresses of each beneficiary of such estate and the value of each such beneficiary's share."

"Within twenty (20) days after each inventory and appraisement and list of claims shall have been filed and approved by the Probate or Precious Court in the estate of any decedent, it shall be the duty of the Clerk of said Court to forward to the Comptroller of Public Accounts a written report setting forth the names of the decedent, his residence at the time of his death, the name and address of the executor, administrator or trustee, the name and address and residing in the County of each beneficiary of such estate, and the value of each such beneficiary's share; and this clerk shall also give to the Comptroller of Public Accounts any other information which that official may call for in reference to any such estate, such information shall be furnished within ten (10) days after being called for; the clerk shall be entitled to a fee of One Dollar (\$1) for making the reports herein required, and such other claims shall be taxed against said estate as Court costs, and he accepted for as fees of office; such reports and information being for the purpose of enabling the Comptroller of Public Accounts to determine whether an inheritance tax is due and, if so, the amount thereof."

"If any executor, administrator or trustee or Probate Clerk shall fail or refuse to comply with any of the provisions or requirements of this Section, he shall be guilty of a misdemeanor, and upon conviction, shall be fined not less than Fifty Dollars (\$50) nor more than Two Hundred and Fifty Dollars (\$250)."

IN THE MATTER OF THE ESTATE OF

George E. Harris

deceased, a resident of Brazoria County,

Texas, who died on 16th day of May, 1957, an inventory and

Appraisement was approved on the 7th day of November, 1957, by the Court.

SEPARATE PROPERTY

Real Estate \$52,314.70
 Personal Property \$46,894.22
 Claims due and owing to the Estate \$

COMMUNITY PROPERTY

Real Estate \$
 Personal Property \$
 Claims due and owing to the Estate \$
 Gross Value of Estate \$99,198.92
 Debts due and owing by the Estate \$3,129.14
 Net Value of Estate for distribution \$96,070.78

Name of Beneficiary	Relationship to Decedent	Beneficial Interest Received
Frank E. Harris	Son	371

Name of Attorney of Record

Enlow, Kee & Thomas

Address:

Angleton, Texas.

Name of Executor or Administrator

Floyd Enlow

Address:

Angleton, Texas.

Given under my hand and seal of said Court in my office in Angleton, Texas, this 7th day of November, A. D. 1957.

H. R. Stevens, Jr.

Clerk County Court

By

M. Osburn

Deputy

ORDER FIXING INHERITANCE TAX

DATE RECEIVED

Brazoria

COUNTY, STATE OF TEXAS.

In the Matter of the Estate of

George E. Harris Deceased.

TRANSFER TAX

On this the 6 day of November, 19 57, came on to be considered the matter of determining the cash value of said estate and the amount of inheritance tax to which the same is liable and after having heard testimony and considered the inventory and the report of appraisement, and after having heard all the parties desiring to be heard, and upon the whole record, and being fully advised:

FIND AND DETERMINE that said deceased died on the 16 day of May, 19 56; and that said estate has been appraised at its actual market value as provided by law.

It is therefore ordered that the said report of appraisement, together with the recommendations for taxation and exemption by said appraisers, be and the same is hereby approved, and

It is further ordered, upon said report that the cash value of the several successions, estates, annuities, gifts, transfers, appointments, interest, etc., subject to taxation or exemption by reason of the death of said decedent under the laws of this State and the tax to which the same are severally liable, be and the same are hereby assessed and fixed as follows:

Beneficiary and Relationship to Decedent	Appraised Actual Market Value	Statutory Exemption	Taxable Cash Value	Rate	Tax Fixed
Frank E. Harris, son	95,578.69	25,000.	70,578.69		
			25,000.00	17	
H. H. STEVENS, JR., Clerk Brazoria Co.			45,578.69	22	1,161.57
Total Tax Assessed 1,161.57					

Wherefore it is ordered that the administrator (executor) be and he is hereby authorized and directed to pay and deliver forthwith to the Comptroller of Public Accounts the sum of \$ 1,161.57 as and for inheritance tax to which said heirs, legatees or devisees are liable and charge the same to the respective shares as taxed herein.

It is further ordered that said appraisers' compensation and expense incurred be fixed at 16

dollars.

County Judge Brazoria

County, Texas.

Examined and approved this the 7

day of

November 7, 19 57.

State Comptroller.

NO. 5159

ESTATE OF	I	IN THE COUNTY COURT OF
GEORGE E. HARRIS,	I	BRAZORIA COUNTY, TEXAS.
DECEASED.	I	IN PROBATE

TO THE SAID HONORABLE COURT:

COMES NOW Floyd Enlow, Independent Executor and Trustee under the will of George E. Harris, deceased, hereinafter called Applicant, and would respectfully show unto the Court by this his application that he wishes to resign as such independent executor and trustee under the will of said George E. Harris, deceased, and he herenow files with this application a full and complete exhibit and final account, duly verified, showing the true condition of the estate entrusted to his care.

Your Applicant would further show that by his Last Will and Testament and in Paragraph Ninth thereof said George E. Harris, deceased, provided that in the event of the death, inability, refusal, or failure of your Applicant to act as Trustee of said estate, that George G. Badge of Brazoria, Texas, should act as Substitute Trustee. Said will further provided under Paragraph Eleventh thereof that in the case of the death, inability, refusal, or failure of your Applicant to act as independent executor of said estate that the said George G. Badge should act as independent executor thereof.

Your Applicant knows of no reason why the said George G. Badge cannot and should not be appointed by this Court to act as such Substitute Independent Executor and Substitute Trustee as in said will provided.

WHEREFORE, Applicant prays that such exhibit and account be examined, settled and approved, that the appointment of the said George G. Badge as Substitute Independent Executor and Substitute Trustee be confirmed, that delivery of the estate to

#5159

said Substitute Independent Executor and Substitute Trustees be ordered, that your Applicant be released from all responsibility in connection with the administration of said estate, and that such other orders be made as to the Court may seem proper.

FILE 10-24 1917
H. H. STEVENS, JR., Clerk Brazoria Co.
Taken By M. O'Brien Deputy

Floyd Enlow
Floyd Enlow, Independent Executor &
Trustee of the Estate of George E.
Harris, deceased.

NO. 5159

ESTATE OF I IN THE COUNTY COURT OF
GEORGE E. HARRIS, I BRAZORIA COUNTY, TEXAS.
DECEASED. I IN PROBATE

TO SAID HONORABLE COURT:

COMES NOW Floyd Enlow, Independent Executor and Trustee under the will of George E. Harris, deceased, and files this his final accounting and report of the condition of said estate, both as independent executor and as trustee under the will of the said George E. Harris, deceased:

I.

That the following property belonging to the estate came into the hands of your independent executor, to-wit:

All the real estate and personal property as listed in the inventory of the estate of George E. Harris, dated 25th day of June, 1957, and filed with the County Clerk of Brazoria County, Texas, on the ____ day of July, 1957, and duly approved by the County Judge of Brazoria County, Texas, on the ____ day of July, 1957, and which inventory is here referred to and incorporated by reference herein as though same was fully copied herein.

II.

That subsequent to the time of the qualification of the said Floyd Enlow as independent executor of said estate and as trustee under the will of the said George E. Harris, deceased, certain sales and changes in the kind and character of said estate were made, to-wit:

1. Lot 2, Block 161, Brazoria Townsite Addition, City of Brazoria, Texas, (inventoried as Item 43 under "Real Property Owned Jointly By George E. Harris and J. S. Montgomery" in the inventory in said estate), sold to City of Brazoria, Texas, for the total consideration of \$1,000.00, 1/2 of which belongs to the Estate of George E. Harris, dec'd, to-wit, \$500.00.

2. Lot 8, Block 107, Brazoria Townsite Addition, City of Brazoria, Texas, (inventoried as part of Item 38 under "Real Property Owned Jointly by George E. Harris and J. S. Montgomery" in the inventory in said estate), sold to City of Brazoria, Texas, for the total consideration of \$800.00, 1/2 of which belongs to the Estate of George E. Harris, dec'd, to-wit, \$400.00.
3. Part of Lot 18, Div. 13A, S. F. Austin Survey, Abs. 20, Brazoria County, Texas, containing 40.37 acres, (inventoried as Item 55 under "Real Property Owned Jointly by George E. Harris and J. S. Montgomery" in the inventory in said estate), sold to Curtis A. McAdams for the total consideration of \$5,046.00, of which sum \$500.00 was paid in cash (1/2 to Estate of George E. Harris, Deceased, to-wit, \$250.00) and the balance of said consideration, to-wit, \$4,546.00 evidenced by vendor's lien note payable in 45 monthly installments of \$100.00 each plus a last and final installment of \$46.00, interest at the rate of 6% per annum (1/2 of said note being owned by the Estate of George E. Harris, deceased).
4. Approximately 20 head of cattle were sold to N. P. Denford and Gulf Coast Commission Company for the total sum of \$1,020.95.
5. As shown in the inventory under "Personal Property", "Bank Deposits", Item 4, George E. Harris and Mrs. Florence Carson had on deposit in First State Bank of Brazoria, Texas, joint deposit in the total sum of \$580.65, 1/2 of which, or \$290.42, belonging to the Estate of George E. Harris; on November 16, 1956, this account was closed and the \$290.42 deposited to the account of Floyd Enlow, Independent Executor of the Estate of George E. Harris, Deceased, in First State Bank of Brazoria, Texas.
6. As shown in the inventory under "Personal Property", "Bank Deposits", Item 9, Mrs. Lottie Harris and Mrs. Florence Carson had on deposit in First State Bank of Brazoria, Texas, joint deposit in the total sum of \$2,092.20, 1/2 of which, or \$1,046.10, belonging to the Estate of George E. Harris; on November 16, 1956, this account was closed and the \$1,046.10 deposited to the account of Floyd Enlow, Independent Executor of the Estate of George E. Harris, Deceased, in First State Bank of Brazoria, Texas.

III.

That in the administration of said estate, as Executor and likewise as Trustee under the will of the said George E. Harris, Deceased, your Executor and Trustee opened and set up two separate bank accounts in the First State Bank of Brazoria, Texas, (a) Floyd Enlow, Independent Executor of the Estate of George E. Harris, Deceased, and (b) Floyd Enlow, Trustee under the will of George E. Harris, Deceased, and transferred from the account

thereofore carried in the name of "Smith Bros." in said Bank the sum of \$1,000.00, being \$500.00 each to the said accounts styled as (a) and (b) above.

That from time to time your Independent Executor has received funds belonging to said estate and has deposited the same in the said account styled Floyd Enlow, Independent Executor of said Estate in said First State Bank of Brazoria, Texas, totaling the sum of \$13,815.26.

That from time to time in the due course of administration of said estate it became necessary for your Independent Executor to expend in payment of debts and expenses of said estate and did expend the sum of \$2,593.24, drawn by checks on said Independent Executor Account, leaving therein as of this date the sum of \$11,222.02.

That from time to time your Trustee has received funds belonging to said estate and has deposited the same in the said account styled Floyd Enlow, Trustee under the will of the said George E. Harris, deceased, in said First State Bank of Brazoria, Texas, totaling the sum of \$8,102.55.

That from time to time in the due course of administration of said estate it became necessary for your Trustee to expend in payment of debts and expenses of said estate and did expend the sum of \$6,468.71, drawn by checks on said Trustee Account, leaving therein as of this date the sum of \$1,633.84.

IV.

That in order for your Executor and Trustee to collect dividends on stocks listed in said inventory it was necessary that the said stock certificates representing said shares of stock as shown in said inventory be changed and made in the name of "Floyd Enlow, Trustee under the will of George E. Harris, deceased",

and said stocks as originally listed in said inventory were
surrendered and cancelled and new stocks issued in lieu thereof,
to-wit:

1. Farmers Cotton Oil Company, 14 shares, Certificate No. 124.
2. Kirby Petroleum Trust No. One, 100 Units, Certificate No. K-1- 1493.
3. Kirby Petroleum Trust No. Two, 100 Units, Certificate No. K-2- 1363
4. Tennessee Gas Transmission Company, 20 shares, Certificate No. HC/O 235514.
5. Texas Gulf Sulphur Company, Certificate No. C410643, No. C410644 and No. C410645, each for 100 shares.
6. First City National Bank of Houston, 102 shares, Certificate No. 5816 for 100 shares and Certificate No. 5817 for 2 shares (It will be noted from the inventory that at the date of the death of George E. Harris there were only 94 shares of stock issued to deceased; since the death of deceased said bank declared stock dividend and issued to deceased an additional 8 shares of stock, thus making a total of 102 shares).

V.

That no debts are owing by said estate or by said
Trustee, except monthly bills and state inheritance taxes.

VI

That all of said property as listed in said inventory,
~~See inventory~~, except as hereinabove mentioned as disposed of and
changed, as well as all moneys in said banks and said stocks as
shown in this report, are still in the hands of your executor
and trustee and are assets of said estate, and should be turned
over and delivered to the Substitute Independent Executor and
Substitute Trustee of said estate, subject to the orders of this
Court, and in this connection your Independent Executor and
Trustee herenow renders to the said Substitute Independent Executor
and Substitute Trustee all books, checks, papers and accounts of
said estate, all subject to any other disposition as the Court may
herein direct.

That there is further necessity that said estate be administered by executor and trustee and that a successor to Floyd Enlow and Substitute Independent Executor and Trustee should be appointed and qualified in order that said estate may be delivered to him.

Floyd Enlow
Floyd Enlow, Independent Executor and Trustee under the will of George E. Harris, deceased.

THE STATE OF TEXAS I
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Floyd Enlow, known to me to be the independent executor of the Estate of George E. Harris, deceased, and as Trustee under the will of the Estate of George E. Harris, deceased, and whose name is subscribed to the above and foregoing final account and being by me duly sworn, stated to me that said final account and every part of it is true and correct.

10-24-57
M. C. Enlow

Floyd Enlow
Floyd Enlow

Subscribed and sworn to before me by the said Floyd Enlow on this 24 day of October, 1957.

James J. Enlow
Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS

To any Sheriff or any Constable within the State of Texas—Greeting:

YOU ARE HEREBY COMMANDED to cause to be posted for ten days, exclusive of the day of posting, before the return day hereof, at the Court House door in Brazoria County, a copy of the following notice:

Floyd Enlow, Independent Executor and Trustee

of the estate
of George E. Harris, Dec'd, has filed in the County Court of Brazoria County,
on the 24th day of October, 1957, his final account of the conditions of the estate of said
George E. Harris, Deceased, Numbered 5159 on the Probate Docket of
said court, together with an application to be discharged as Independent Executor and Trustee
under the Will of the Estate of George E. Harris, Deceased, No. 5159.

Said account and application will be acted upon by said Court on the 4th day of November
1957, at 10 o'clock A. M. at the Court House of said County, in Angleton, Texas, at
which time all persons interested in said estate, account, and application are cited to appear and contest the
same, should they desire to do so, by filing their written answer and objections thereto at or before said time
on said day.

HEREIN FAIL NOT, but have you before said Court at the time aforesaid, this writ with your return
thereon, showing how you have executed the same.

Witness my hand and seal of office at Angleton, Texas, this 24th day
of October 1957.



H. R. Stevens, Jr. Clerk
County Court Brazoria County, Texas
By M. Colburn Deputy

SHERIFF'S RETURN

Came to hand on the 24th day of October A. D. 1957, at 1:00 o'clock
P. M. and executed by posting a copy of the within citation on the 24th day of October
A. D. 1957, at the Court House door of Brazoria County.
FEES: Posting Citation \$1.25

J. H. Marshall Sheriff
Brazoria County, Texas
By O. D. Stewart Deputy

NO. 5159

ESTATE OF	I	IN THE COUNTY COURT OF
GEORGE E. HARRIS,	I	BRAZORIA COUNTY, TEXAS.
DECEASED.	I	IN PROBATE

BE IT REMEMBERED. that, on this 14th day of November, 1957, came on for consideration by the Court the application of resignation of Floyd Enlow as independent executor as well as trustee under the will and of the estate of George E. Harris, deceased, which said application is accompanied by and has attached thereto a verified final report and accounting made by the said Floyd Enlow as independent executor as well as trustee under the will and of the estate of the said George E. Harris, deceased;; and it appearing to the Court that due notice and citation on said application and report and accounting was duly had, made and served; and it further appearing to the Court that the said exhibit of final account and report of the said Floyd Enlow as independent executor and trustee, after examination thereof, should be settled and approved; it further appearing to the Court that under the will of the said George E. Harris, deceased, that in case of the death, inability, failure or refusal of the said Floyd Enlow to act as independent executor of said estate as well as trustee, as in said will provided, that George C. Badge was named therein to act as the independent executor of said estate as well as the trustee under the will of the said estate; and it further appearing to the Court that the said George C. Badge has indicated to the Court his willingness to serve as such independent executor and trustee.

It is, therefore, by the Court considered, and so ORDERED, ADJUDGED AND DECREED by the Court that the resignation of the said

Floyd Enlow as independent executor of the estate of the said George E. Harris, as well as trustee under the will of the estate of the said George E. Harris, deceased, be, and the same is, hereby accepted;

It is further ORDERED AND DECREED by the Court that the said final exhibit and account attached to and filed herein with said application of resignation of the said Floyd Enlow be, and the same is, hereby settled, approved and confirmed.

It is further ORDERED AND DECREED by the Court that the said George G. Badge be, and he is, hereby appointed Independent Executor of the Estate of the said George E. Harris, deceased, as well as Trustee under the will of the said George E. Harris, deceased, as substitute and in place of the said Floyd Enlow resigned;

It is further ORDERED AND DECREED that the said George G. Badge shall not be required to give bond or other security to insure the faithful performance of his duties as such independent executor and as such trustee and that when he shall have taken the oath as prescribed by law, the Clerk of this Court shall issue to him Letters Testamentary on said estate.

When the said George G. Badge shall have qualified as Independent Executor and Trustee of the said Estate, the said Floyd Enlow is authorized and directed to deliver to him all of the assets, including all lands and all personal property belonging to said estate, together with all books, checks, papers and accounts of said estate, unto the said George G. Badge, who shall receipt therefor, and upon filing a copy of said receipt herein, the said Floyd Enlow shall thereupon be relieved and discharged as Independent Executor of the estate of the said George E. Harris, as well as Trustee under the will of the Estate of the said George E. Harris, deceased.


County Judge, Brazoria County, Texas

PROBATE COURT NO. 5159

DATE RECEIVED

Report of Appraisement by County Judge and Comptroller

Brazoria

County, State of Texas.

In the Matter of the Estate of

George E. Harris, deceased.

REPORT OF APPRAISEMENT

On this the 6th day of November, 19 57, came on to be considered the matter of appraising the estate of the above named decedent for inheritance tax purposes, and the interested parties having waived the appointment of appraisers and requested us to make such appraisement, we, the undersigned, respectfully report:

1. That said decedent died a resident of the County and State aforesaid on the 16th day of May, 19 57.

2. That the actual market value of the property which by reason of the death of said decedent has been transferred within the meaning of the inheritance tax laws of this State, was at the date of the decedent's death as set forth below.

3. And that the deductions claimed and set forth below are legally allowable as deductions in this proceeding as claims against this estate.

4. That the total actual market value of the property with respect to this estate within the meaning of the inheritance tax laws of this State, and the total amount of debts and other charges allowed in this proceeding as deductions are as follows:

Total value of Schedule A-1 (Real Estate less mortgages)	\$ 52,314.70
Total value of Schedule A-2 (Stocks, bonds, notes, cash, etc.)	\$ 38,458.72
Total value of Schedule A-3 (Live Stock)	\$ 1,220.95
Total value of Schedule A-4 (Chattel Property)	\$ 2,150.00
Total value of Schedule A-5 (Insurance)	\$ 5,054.56
Total value of Schedule B-1 (Transfers)	\$ -----
Total value of Schedule B-2 (General powers of appointment)	\$ -----
TOTAL GROSS VALUE OF ESTATE	\$ 99,198.83
TOTAL AMOUNT OF SCHEDULE D	\$ 3,620.14
TOTAL NET VALUE OF ESTATE	\$ 95,578.69

FILED

H. R. STEVENS, JR., Clerk Brazoria Co.,

Texas. By M. Osburn Deputy

Arthur C. Arnold

County Judge Brazoria Co., Texas.

Robert L. Calvert
State Comptroller.

Brazoria County Abstract Company

(INCORPORATED)
ESTABLISHED 1873

Page No. _____

NO. 5159

IN THE MATTER OF THE
ESTATE OF GEORGE E.
HARRIS, DECEASED
THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

IN THE COUNTY COURT OF
BRAZORIA COUNTY, TEXAS
IN PROBATE

I do solemnly swear that the writing which has been offered for probate in the above styled and numbered cause is the last will of George E. Harris, deceased, so far as I know or believe; that Floyd Enlow, named therein as independent executor and trustee under the will of George E. Harris, deceased, has resigned, and that the undersigned is named as the substitute or successor to the said Floyd Enlow as independent executor and trustee under the will of George E. Harris, deceased, and that as such independent executor and trustee, I will well and truly perform all of the duties of independent executor and trustee of said will of the estate of the said George E. Harris, deceased.

George E. Badger

Sworn to and subscribed before me, this 25th day of _____

November, 1957.

R. P. Turner
Notary Public in and for Brazoria
County, Texas

FILED 11-25 1957
M. R. STEVENS, CL. Clerk Brazoria Co.
Taken By PM Turner Deputy

Brazoria County Abstract Company
INCORPORATED
ESTABLISHED 1873

Page No. _____

THE STATE OF TEXAS.

IN COUNTY COURT.

County of Brazoria

Brazoria County, Texas

I, the Undersigned Clerk of the County Court of
Brazoria County, Texas, do hereby certify that on the 14th
day of November, A. D. 1957, George G. Budge
was ~~was~~ duly granted by said Court Letters Testamentary of the Estate of
George E. Harris, deceased,
and that he qualified as Independent Executor and Trustee
of said estate on the 25th day of November, A. D. 1957
as the law requires and that said appointment is still in full force and effect.

Given under my hand and seal of office at Angleton, Texas the
25th day of November, A. D. 1957

(Seal)

H. R. Stevens, Jr., Clerk,

County Court Brazoria County, Texas.

By M. Rellman Deputy.

Brazoria County Abstract Company

INCORPORATED
ESTABLISHED 1873

Page No. _____

In the matter of the
Estate of Geo. E. Harris
Deceased

NO. 5159

ESTATE OF I IN THE COUNTY COURT OF
GEORGE E. HARRIS, I BRAZORIA COUNTY, TEXAS.
DECEASED. I IN PROBATE

The said George C. Budge, Independent Executor and Trustee
aforesaid further acknowledges receipt of the following personal
property:

- In the First State Bank of Brazoria, to the account
of W. H. Harris, Est. - \$372.13

In the First State Bank of Brazoria, to the account of Floyd Enlow, Ind. Executor, Estate of George E. Harris, deceased - \$11,222.02.

In the First State Bank of Brazoria, to the account of Floyd Enlow, Trustee, Estate of George E. Harris, deceased - \$1,433.84; (one \$500.00 check paid out of the \$1,433.84 on November 15th, 1957, leaving balance of \$933.84).

At the time of filing said final report there was on deposit the sum of \$1,633.84 in the account of Floyd Enlow as Trustee; since the filing of said report there has been issued by the said Floyd Enlow two checks, one to Frank Erwin Harris in the sum of \$200.00 and one to Floyd Enlow in payment of attorneys fees and costs of administration in the sum of \$500.00, leaving total in said account of the sum of \$933.84.

In the First National Bank of Angleton to the account of George E. Harris, deceased - \$3,149.83.

In the First City National Bank of Houston, to the account of George E. Harris, deceased - \$1,298.76

One 1955 Chevrolet Fordor Sedan.

One 1952 Chevrolet Pick-up Truck.

One Farmall Model A tractor, together with appliances thereto.

Two head of cattle.

Certain household and kitchen furniture.

Other hand tools.

One small safe.

Also certain books, cancelled checks, papers and accounts of said estate, formerly in the possession of the said Floyd Enlow while the said Floyd Enlow was acting as independent executor and trustee of said estate.

WITNESS MY HAND THIS 21st day of January, 1958.

George E. Badge
George E. Badge

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE G. RADGE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th day of January, 1958.


Notary Public in and for Brazoria
County, Texas.

FILED 1-28 1958
H. R. STEVENS, JR., Clerk Brazoria Co.,
Tested by M. Osburn Deputy

ESTATE OF I **IN THE COUNTY COURT OF**
GEORGE E. HARRIS, I **BRAZORIA COUNTY, TEXAS.**
DECEASED. I **IN PROBATE**

It is, therefore, ORDERED AND DECREED by the Court that said Floyd Enlow be, and he is, heraby in all things fully released and discharged as the independent executor and trustee of the Estate and under the will of the estate of George E. Harris, deceased.

Anton C. Arnold
County Judge, Brazoria County, Texas.

...
 ...
 ...
 ...
 ...

#5159

In the matter of the
Estate of Geo. E. Harris
Deceased

Recorded in Probate Minutes
Vol. 56, pg. 22-23-



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
AUSTIN, TEXAS

IN REPLY REFER TO
1312(24)-33A

Estate of: George E. Harris
Date of death: May 16, 1956
Residence: Bramoria, Texas

1831

THE STATE OF TEXAS
COUNTY OF TRAVIS

No. 5159

This is to certify that, according to the records of this office, there are no outstanding Federal estate taxes due on the properties included in the estate tax return, Form 706, filed for the above-named estate, or on additional properties, if any, which may have been included as a result of the examination and audit of the return.

FILED

2-11-58

U. S. STEVEN, JR., Clerk Bramoria Co.,
Texas By M. Osburn Deputy

Judd Miller
Chief, Collection Division
Internal Revenue Service
Austin District

THE STATE OF TEXAS
COUNTY OF TRAVIS

On this day personally appeared before me, a Notary Public in and for the State and County aforesaid, Judd Miller, Chief, Collection Division, Internal Revenue Service for the Austin District, to me well known as the person who executed the foregoing instrument, and acknowledged as the same for the purposes and consideration therein



FL-314 (1-5-57)

I have hereunto set my hand and official seal
February, 1958.

Notary Public, Travis County, Texas

#5159

In the matter of the
Estate of Geo. E. Harris
Deceased

Recorded in Probate Minutes
Vol. 56, pg. 434-435

Original

5520

\$ 1,161.57

No 28746 INHERITANCE TAX RECEIPT—STATE OF TEXAS

Austin, Texas

RECEIVED from Estate of George E. Harris

5159

One Thousand, One Hundred Sixty-one and 57/100

DOLLARS in payment of

inheritance tax assessed against Estate of

GEORGE E. HARRIS

, Deceased.

resident of

Brazoria County

, inherited by

FRANK E. HARRIS

(None, Limestone, Limestone)

April 25, 1958

Date

FILED

H. R. STEVENS, JR., Clerk Brazoria Co.,

(SRA)

Treas. By *M. Osburn* Deputy

5159-1958 (10-10-58)

THE STATE OF TEXAS }
County of Brazoria } L. R. STEVENS JR., Clerk of the County Court
and for said County, do hereby certify that the foregoing instrument with
its certificate of authentication was duly recorded on 22 day
of April, 1958, at 11:15 a.m. at Brazoria, Texas.
Witness my hand and seal of office at Austin, Texas, the day and year
last above written.

H. R. STEVENS JR.
Clerk County Court, Brazoria Co., Texas

L. R. Stevens Jr. Deputy

#2787
In the matter of the
Estate of J.P. Harris
Decedent

Recorded in Probate Minutes
Vol. 62 pg. 551-552-



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
AUSTIN, TEXAS

12032

1212-33A

Estate of: J. F. Harris
Date of death: August 27, 1947
Residence: Brazoria, Texas

3823

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This is to certify that, according to the records of this office, there are no outstanding Federal estate taxes due on the properties included in the estate tax return, Form 706, filed for the above-named estate, or on additional properties, if any, which may have been included as a result of the examination and audit of the return.

Judd Miller
Judd Miller

Chief, Collection Division
Internal Revenue Service
Austin District

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

FILED

10 1959
H. R. STEVENS, JR., Clerk Brazoria Co.

Taken by M. E. Sauer Deputy

On this day personally appeared before me, a Notary Public in and for the State and County aforesaid, Judd Miller, Chief, Collection Division, Internal Revenue Service for the Austin District, to me well known as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

In witness whereof I have hereunto set my hand and official seal this the 30th day of September, 1959.

Charles E. Sauer
Notary Public, Travis County, Texas

PL-33A (2-59)

Brazoria

INCORPORATED
ESTABLISHED 1873

Page No. _____

#3923
In the matter of the
Estate of J. F. Harris
Decedent

Recorded in Probate Minutes
Vol. 62 pg. 551-552-



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
AUSTIN, TEXAS

12033

1212-33A

Estate of: J. F. Harris
Date of death: August 27, 1947
Residence: Brasoria, Texas

2823

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This is to certify that, according to the records of this office, there are no outstanding Federal estate taxes due on the properties included in the estate tax return, Form 706, filed for the above-named estate, or on additional properties, if any, which may have been included as a result of the examination and audit of the return.

Judd Miller
Judd Miller

Chief, Collection Division
Internal Revenue Service
Austin District

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

WITD

H. R. STEVENS, JR., Clerk Brasoria Co.

Tested By *M. J. Stevens* Deputy

On this day personally appeared before me, a Notary Public in and for the State and County aforesaid, Judd Miller, Chief, Collection Division, Internal Revenue Service for the Austin District, to me well known as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

In witness whereof I have hereunto set my hand and official seal this the 30th day of September, 1939.

James H. Stevens
Notary Public, Travis County, Texas

FL-33A (2-39)

Printed

INCORPORATED
ESTABLISHED 1873

Page No. _____

#5199
In the matter of the
Estate of George E. Harris
Decedent

Recorded in Probate Minutes
Vol. 66 pg. 89

PROBATE COURT NO. 5199

DATE RECEIVED

Report of Appraisement by County Judge and Comptroller

Brazoria

County, State of Texas.

In the Matter of the Estate of
George E. Harris

REPORT OF APPRAISEMENT

On this the 13 day of June, 1960, came on to be considered the matter of appraising the estate of the above named decedent for inheritance tax purposes, and the interested parties having waived the appointment of appraisers and requested us to make such appraisement, we, the undersigned, respectfully report:

1. That said decedent died a resident of the County and State aforesaid on the 16th day of May, 1957.
2. That the actual market value of the property which by reason of the death of said decedent has been transferred within the meaning of the inheritance tax laws of this State, was at the date of the decedent's death as set forth below:
3. And that the deductions claimed and set forth below are legally allowable as deductions in this proceeding as claims against this estate.
4. That the total actual market value of the property with respect to this estate within the meaning of the inheritance tax laws of this State, and the total amount of debts and other charges allowed in this proceeding as deductions are as follows:

Total value of Schedule A 1 (Real Estate less mortgages)	\$ 24,334.70
Total value of Schedule A 2 (Stocks, bonds, notes, cash, etc.)	\$ 47,486.85
Total value of Schedule A 3 (Life Insurance)	\$ 1,220.55
Total value of Schedule A 4 (Hatter Property)	\$ 2,190.00
Total value of Schedule A 5 (Insurance)	\$ 5,054.56
Total value of Schedule B 1 (Transfers)	\$
Total value of Schedule B 2 (General powers of appointment)	\$
TOTAL GROSS VALUE OF ESTATE	\$ 79,286.66
TOTAL AMOUNT OF DEBTS & CHARGES	\$ 3,680.15
TOTAL NET VALUE OF ESTATE	\$ 75,606.51

Amount Payable of Appraisement by County Judge and Comptroller due to the discovery of additional assets.

FILED
H. A. FLETCHER, JR., Clerk Brazoria Co.
Taken By M. C. H. L. D. D. D.

Robert S. Calvert
County Judge
State Comptroller

D E E D

STATE OF TEXAS

COUNTY OF BRAZORIA

For the sum of Ten Dollars (\$10.00) cash and other valuable consideration paid to Mrs. Pollye Beacraft, a widow, herein called "Grantor", of Brazoria County, Texas, by Shell Oil Company, herein called "Grantee", a Delaware corporation with offices in Houston, Texas, receipt of which by Grantor is hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee the tracts of land described in Exhibit "A", attached hereto and made a part hereof for all purposes, such lands being situated in Brazoria County, Texas.

There is hereby excepted and reserved to Grantor, her heirs and assigns, as to each tract of land described in Exhibit "A", one-half ($\frac{1}{2}$) of all the right, title and interest (if any) which Grantor now has or holds in and to the oil, gas, sulphur, and other minerals in and under such tract.

TO HAVE AND TO HOLD the lands described in Exhibit "A" together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever. Grantor hereby binds herself, her heirs, executors and administrators, to warrant and forever defend the title to the property herein conveyed, unto the said Grantee, its successors and assigns, against all lawful claims to the same or any part thereof, by, through or under Grantor, but not otherwise.

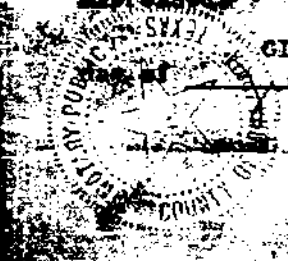
EXECUTED This 23rd day of June, 1965.

Mrs. Pollye Beacraft
Mrs. Pollye Beacraft

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. Pollye Beacraft, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office this the 23 day of June, 1965.

Eleanor M. Coleman
Notary Public in and for Brazoria County, Texas.

HELENE AL COLEMAN
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1967

DEED
VOL 914 PAGE 640

EXHIBIT A

The following described tracts of land are situated in the Brazos Coast Investment Company Subdivisions set out below, such subdivisions being shown on the plat thereof recorded in Volume 2, at page 114, of the Map and Plat Records of Brazoria County, Texas, out of the F. J. Calvit League, Abstract 51, the A. B. Langerman Survey, Abstract 589, the J. A. Wharton Survey, Abstract 383, and the Branch T. Archer Survey, Abstract 9, in Brazoria County, Texas:

- A. Tracts 24, 26, 56, 67, 90, 97, 98, 101, 103, 129, 132, 154, 167, and the west half of Tract 99, of Brazos Coast Investment Company Subdivision No. 7.
- B. Tracts 42, 57, 84, 88, 89, 104, 105, 118, and 120 of Brazos Coast Investment Company Subdivision No. 8.
- C. Tracts 1, 2, 48, 55, 73, 84, 171, and 178 of Brazos Coast Investment Company Subdivision No. 9.
- D. Tracts 47 and 119 of Brazos Coast Investment Company Subdivision No. 10.

Signed for identification

W. Kelly Brasfield

FILED FOR RECORD
AT 1:40 O'CLOCK P. M.

JUL 8 1965

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY *S. Barak* DEPUTY

2206

LIMITED WARRANTY DEED

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

For ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Shell Oil Company, a Delaware corporation with a permit to do business in Texas, has granted, sold and conveyed, and by these presents does grant, sell and convey unto John T. Suggs and J. L. Wilson of Freeport, Texas, herein called grantees, the following described land situated in Brazoria County, Texas:

Two parcels of land out of the F. J. Calvit League, Abstract 51, of the A. B. Langerman Survey, Abstract 589, the J. A. Wharton Survey, Abstract 383, and the Branch T. Archer Survey, Abstract 9, Brazoria County, Texas. Each Subdivision listed below is a subdivision in the Brazos Coast Investment Company subdivisions as shown on plat thereof recorded in Volume 2, at page 114, of the Map and Plat Records of Brazoria County, Texas.

PARCEL 1

SUBDIVISION NO. 8. Tracts 42, 43, 50, 52, 53, 57, 68, 70, 72, 73, 76, 77, 78, 79, 80, 84, 86, 87, 88, 95, 99, 102, 104, 105, 108, 115, 116, 118, 119, 120, and 121, containing 155 acres, more or less.

PARCEL 2

SUBDIVISION NO. 9. Tracts 1, 2, 8, 9, 11, 12, 15, 16, 22, 1/2 interest in 31, 32, 33, 39, 44, 45, 47, 48, 52, 55, 57, 59, 61, 67, 68, 71, 72, 73, 74, 78, 79, 82, 84, 88, 90, 93, 97, 99, 102, 111, 126, 136, 140, 147, 148, 149, 151, 154, 158, 159, 160, 163, 166, 168, 170, 171, 173, 175, 176, 178 and 180, containing 297.5 acres, more or less, subject to an easement from Shell Oil Company to Velasco Drainage District dated February 20, 1968, covering parts of said Tracts 140 and 166.

subject, however, to easements and all mineral and royalty conveyances, reservations and exceptions of record in Brazoria County, Texas.

To have and to hold the above-described premises together with all and singular the rights and appurtenances to the same

34 DEED

Vol 1111 PAGE 332

belonging or in anywise instant or pertaining unto said grantees, their respective heirs, successors and assigns forever; and Shell Oil Company does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said grantees, their heirs, successors and assigns, against any person whomsoever lawfully claiming or to claim same or any part thereof, by, through or under Shell Oil Company, but not otherwise.

EXECUTED this 16th day of December, 1971.

SHELL OIL COMPANY

By

H. M. Gullickson
H. M. Gullickson
Manager, Land Investments
Department

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared H. M. Gullickson, known to me to be the person who executed the foregoing instrument in behalf of Shell Oil Company, a corporation, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 16th day of December, 1971.

Larry L. Lonested
Notary Public in and for
Harris County, Texas

LARRY L. LONESTED
Notary Public, Harris County, Texas
My Comm. Expires June 1, 1973

MANAGER - LAND INVESTMENTS DEPARTMENT

Certificate of Authority

C. M. Wright certifies that he is an Assistant Secretary of Shell Oil Company, a Delaware corporation; that the following is a complete and correct copy of a resolution duly adopted by the Company's Board of Directors on February 25, 1965, and now in full effect:

RESOLVED, That the Manager, Land Investments Department of the Company, now or hereafter appointed, is hereby authorized, in the name and behalf of the Company, to execute, deliver, accept, assign, amend, extend or terminate contracts, options and other instruments for the sale or conveyance of real property or any interest therein, including but not limited to deeds, mortgages, easements, right-of-way and railway side-track agreements.

and that H. M. Gullickson is Manager, Land Investments Department of the Company.

IN WITNESS WHEREOF, this Certificate is signed and sealed with the Company's corporate seal on December 16, 1971.

DEC 16 1971 2 26 26 2L-8-871


C. M. Wright

FILED FOR RECORD
AT 2:55 O'CLOCK P. M.

FEB 8 1972

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY  DEPUTY

16067

DEED
Vol. 1515 PAGE 194

WARRANTY DEED

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

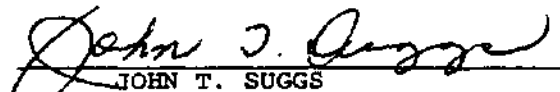
KNOW ALL MEN BY THESE PRESENTS: That we, JOHN T. SUGGS and J. L. WILSON, of the County of Brazoria and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to the undersigned paid by the GRANTEE herein named, the receipt of which is hereby acknowledged; have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto FISH ENGINEERING & CONSTRUCTION, INC., of the County of Harris and State of Texas, all of the following described real property in Brazoria County, Texas, to-wit:

Tract 57 out of Division 8 of the B.C.I.C. Sub-division, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

This property is conveyed subject to the mineral reservations as set forth in Volume 914 at Page 350 and Volume 359 at Page 29 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises, unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 5th day of May, 1980.


JOHN T. SUGGS



J. L. WILSON

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN T. SUGGS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of May, 1980.


Notary Public in and for
Brazoria County, T E X A S .


JOYCE SYNDORA
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS
MY COMMISSION EXPIRES 8/17/80

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared J. L. WILSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of May, 1980.


Notary Public in and for
Brazoria County, T E X A S .

JOYCE SYNDORA
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS
MY COMMISSION EXPIRES 8/17/80

FILED FOR RECORD
AT 3:31 O'CLOCK P M.

JUN 5 1980

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY  DEPUTY

Tract No. 58

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Know All Men By These Presents, That we, Carlos Bee, N. M. Vogelsang and A. E. Masterson, Trustees, named in and certain instrument dated the 31st day of August, 1909, and executed by the Brazos Coast Investment Company, conveying to them, as Trustees, certain lots in the Townsite Survey of Velasco, Texas, and various lands known as the "Residuary" lands, lying and being situated in Brazoria County, Texas, in the vicinity of and adjoining the Townsite of Velasco, Texas, which said lots and lands are fully described in said instrument from the said Brazos Coast Investment Company, to the said Carlos Bee, N. M. Vogelsang and A. E. Masterson, Trustees, to which reference is here specially made for description.

That for and in consideration of the uses and purposes named in said conveyance and in order to carry out the terms thereof, the said Carlos Bee, N. M. Vogelsang and A. E. Masterson, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Albert Walla of the County of Lincoln, State of Nebraska, the following described property lying and being situated in Brazoria County, Texas, and being tract No. 67, in sub-division No. 12 of the Brazos Coast Investment Co.'s sub-division of the and Survey, according to the map and plat of same on file in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for description and particulars. Also lot No. 17 in block No. 1, in the city of Velasco, in Brazoria County, Texas.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Albert Walla, his heirs and assigns forever, as fully and as absolutely as we, as Trustees aforesaid, can convey by virtue of the power and authority conferred upon us by the aforesaid conveyance.

Witness our hands at Velasco, Texas, this 31st day of August, A. D., 1909.

CARLOS BEE

N. M. VOGELSAANG

A. E. MASTERSON

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared Carlos Bee, N. M. Vogelsang and A. E. Masterson, known to me to be the persons whose names are subscribed to the foregoing instrument, as Trustees, and each acknowledged to me that he executed the same in his capacity as Trustee as therein stated, for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 31st day of August, A. D., 1909.

Frederick M. Schuch
Notary Public, within and for Brazoria County, Texas

Filed For Record this the 3 day of August, A. D., 1909, at 1 o'clock P. M.

Frederick M. Schuch
Clerk of the County Court of Brazoria County, Texas.

By Frederick M. Schuch Deputy

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Know All Men By These Presents, That we, Carlos Bee, N. M. Vogelsang and A. E. Masterson, Trustees, named in and certain instrument dated the 31st day of August, 1909, and executed by the Brazos Coast Investment Company, conveying to them, as Trustees, certain lots in the Townsite Survey of Velasco, Texas, and various lands known as the "Residuary" lands, lying and being situated in Brazoria County, Texas, in the vicinity of and adjoining the Townsite of Velasco, Texas, which said lots and lands are fully described in said conveyance from the said Brazos Coast Investment Company, to the said Carlos Bee, N. M. Vogelsang and A. E. Masterson, Trustees, to which reference is here specially made for description.

That for and in consideration of the uses and purposes named in said conveyance and in order to carry out the terms thereof, the said Carlos Bee, N. M. Vogelsang and A. E. Masterson, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Albert Walla of the County of Lincoln, State of Nebraska, the following described property lying and being situated in Brazoria County, Texas, and being tract No. 67, in sub-division No. 12 of the Brazos Coast Investment Co.'s sub-division of the and Survey, according to the map and plat of same on file in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for description and particulars. Also lot No. 17 in block No. 1, in the city of Velasco, in Brazoria County, Texas.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Albert Walla, his heirs and assigns forever, as fully and as absolutely as we, as Trustees aforesaid, can convey by virtue of the power and authority conferred upon us by the aforesaid conveyance.

Witness our hands at Velasco, Texas, this 31st day of August, A. D., 1909.

CARLOS BEE

N. M. VOGELSAANG

A. E. MASTERSON

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared Carlos Bee, N. M. Vogelsang and A. E. Masterson, known to me to be the persons whose names are subscribed to the foregoing instrument, as Trustees, and each acknowledged to me that he executed the same in his capacity as Trustee as therein stated, for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 31st day of August, A. D., 1909.

Frederick M. Schuch
Notary Public, within and for Brazoria County, Texas

File No. 6717.

KNOW ALL MEN BY THESE PRESENTS:- That Freeport Town Site Company, hereby acknowledges payment in full of the two notes and interest described in Deed executed by said Company to H.G. Fields, said Deed bearing date the 22nd day of September, 1916, being the legal holder and owner of said notes, and does hereby release and acquit to H.G. Fields, his heirs and assigns, the property described in said instrument, viz:-

Lot Number Eight (8), in Block Number One Hundred Seventeen (117), of the Town of Freeport, Brazoria County, Texas, free from all lien created by reason of the instrument above mentioned.

In Witness Whereof, the said Freeport Town Site Company has hereunto subscribed by its President S.M. Swenson, and caused its official seal to be hereunto affixed, this 28th day of October, A.D., 1918.

Attest:- (Corp. Seal)
Secretary.

Freeport Town Site Company,
By S.M. Swenson, President.

The State of New York)
County of New York)

SS

before me, F.M. Alta, a Notary Public, in and
for New York County, New York, on this day

personally appeared S.M. Swenson, known to me to be the President of Freeport Town Site Company, corporation, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act of Freeport Town Site Company, corporation.

Given under my hand and seal of office, this the 29th day of October, A.D. 1918.

(SEAL)

F.M. Alta, Notary Public, New York County, N.Y., No. 30.

Filed for record at 1 o'clock P.M., 19 day of Nov., 1918. -C.W. Benson, Jr., Clerk.

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File No. 6718.

State of Texas
County of _____

Certificate of Dissolution.

KNOW ALL MEN BY THESE PRESENTS:- That we,
the undersigned, being all stockholders of

the Brazos Coast Investment Company of Velasco, Texas, a corporation duly organized under the laws of the State of Texas, do each hereby consent, as evidenced by our respective signatures hereto, attached, that the said Brazos Coast Investment Company shall from and after the date of filing hereof in the office of the Secretary of State of the State of Texas, be dissolved, as provided by law.

Stockholders:- Chas. J. Horn. John W. Horn. Thos. H. Horn.

We, the undersigned, Chas. J. Horn, President, Thos. H. Horn, Secretary, and Thos. H. Horn, Treasurer of aforesaid corporation, do hereby certify that the above and foregoing consent to the dissolution of the Brazos Coast Investment Company is the true and correct action of all the stockholders of said Company; and we further certify that the names and addresses of all the officers and directors of said Company are as follows:-

Names
Chas. J. Horn
John W. Horn
Thos. H. Horn

Postoffice Address
Houston, Texas
Houston, Texas
Houston, Texas

Officers & Directors
President
Vice-President
Secy. & Treas.

In Testimony Whereof we have set our hands this 8th day of December, 1910.

Chas. J. Horn, President.
Thos. H. Horn, Secretary.
Thos. H. Horn, Treasurer.

Subscribed and Sworn to before me, the undersigned authority, on this 8th day of December, A.D., 1910.

(SEAL)

J. L. Walker, Notary Public, Harris County, Texas.

D - 201

Endorsed:-

Department

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Filed for
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File No. 6

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by Sarah A

Endorsed:- Filed in the office of the Secretary of State this 9th day of Dec., 1918.

W.B.Townsend, Secretary of State.

Department of State.

I, Geo. F. Howard, Secretary of State of the State of Texas, do hereby certify that the foregoing is a true and correct copy of Consent of the stockholders of the dissolution of Brazos Coast Investment Company, with the endorsements thereon, as now appears of record in this Department.

In Testimony Whereof I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this the 23rd day of October, A.D., 1918.

(SEAL)

Geo. F. Howard, Secretary of State.

Filed for record this the 19 day of Nov., A.D., 1918, at 10 o'clock A.M., -C.W. Hansen, Jr., Clerk, County Court, Brazoria County, Texas.

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File No. 6719.

The State of Texas)

County of Brown)

Whereas, Southern Selling System, a corporation duly incorporated and organized under the laws of the State of Texas and having its office and place of business in the City of Houston, in Harris County, Texas, was duly and legally dissolved by consent of all of its stockholders, as shown by certificate dated the 28th. day of March, A.D. 1912, and filed in the office of the Secretary of State of the State of Texas on the 22nd. day of April, A.D. 1912, and at the time of its dissolution all of its capital stock was held and owned by Chas. J. Horn, John W. Horn and Thos. H. Horn, and,

Whereas, at the time of its dissolution as aforesaid said Southern Selling System owned no debts of any kind and there were no creditors of said corporation, and,

Whereas, after the dissolution of said corporation said Chas. J. Horn acquired and became the owner and holder of all of the capital stock of said corporation had and owned by said John W. Horn and Thos. H. Horn at the time of its dissolution, and the owner of all of the interests of said John W. Horn and Thos. H. Horn in the property and assets of said corporation and thereby became the owner of all of the property and assets of said Southern Selling System real, personal and mixed, and of every kind and description, and wherever situated; and,

Whereas, at the time of the dissolution of said Southern Selling System as aforesaid said Chas. J. Horn was the President of said Corporation, and said Chas. J. Horn, John W. Horn and Thos. H. Horn were all of the Directors of said Corporation, and upon such dissolution of said corporation said Chas. J. Horn, John W. Horn and Thos. H. Horn became Trustees of the creditors and stockholders of said corporation; therefore,

Know all men by these presents; That we, said Chas. J. Horn, John W. Horn and Thos. H. Horn, as Trustees of the creditors and stockholders of said Southern Selling System, a dissolved corporation, and we, said John W. Horn and Thos. H. Horn individually, for and in consideration of the premises and the sum of One Dollar (\$1.00) to us in hand paid, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and do by these presents grant, sell and convey unto said Chas. J. Horn, of Brown County, Texas, all the following described property, to-wit:

1.- All that certain tract of one hundred and twelve (112) acres of land, more or less, situated in the Jared H. Groce 5 League grant, Abstract No. 664 in Brazoria County, Texas, being a part of the tract of 500 acres of land known as the "Calvit" tract conveyed by Sarah Ann Wharton to F.J. Calvit by deed recorded in Vol. "B", page 422, Records of Deeds of Brazoria County, Texas, to which reference is here made, said tract of one hundred and

311/130

the Brazos Coast Investment Company Sub-division No. 8, F. J. Calvit Survey, Abstract No. 51,
Brazoria County, Texas.

All as shown by map on file in the office of the County Clerk of Brazoria County,
Texas.

I do hereby expressly waive, and release said United States of America, its officers,
agents, servants, and contractors from any and all claim for damages which may result from
the construction and maintenance of the waterway, and the deposit of spoil or other matter;
this waiver and release of damages being intended as a continuing covenant which shall run
with the land and be binding upon me and my successors in ownership of said land.

And I hereby covenant and certify that I am the true and lawful owner of said land
and premises, and that I have the right to make this covenant and release.

In testimony whereof I, Harvey Wentling, have caused this instrument to be executed
on this 20th day of April A. D. 1936.

Harvey Wentling

STATE OF KANSAS)
COUNTY OF BUTLER)

Before me, the undersigned authority, on this day personally appeared Harvey
Wentling known to me to be the person whose name is subscribed to the foregoing instrument
of writing, and acknowledged to me that he executed the same for the purposes and considera-
tion therein expressed.

Given under my hand and seal of office at El Dorado, Kansas, this the 20th day
of April A.D. 1936.

(SEAL) L. W. Armstrong Notary Public in and for Butler County, Kansas.
My Commission expires March 9, 1940.

Filed for record at 9 o'clock A. M. Oct 5 1938 H.R. Stevens, Clerk County Court
Brazoria County, Texas. By Bob Monarch, Deputy

- - - 0 0 0 - - -

6218

STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT I, Albert Walla for and in consideration of
the appropriations made and to be made by the Congress of the United States of America, and
of the contributions by local interests for the construction of the Louisiana and Texas
Intracoastal Waterway through Brazoria County, Texas does hereby give and grant unto the
United States of America the right, power and privilege to deposit spoil and other excavated
material during the construction and subsequent maintenance of the waterway on the following
described tract of land in Brazoria County, Texas;

All of the Albert Walla 5-acre tract of land known as Lot No. 58, located in the
Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51,
Brazoria County, Texas.

All as shown by map on file in the office of the County Clerk of Brazoria County,
Texas.

I do hereby expressly waive, and release said United States of America, its
officers, agents, servants and contractors from any and all claim for damages which may
result from the construction and maintenance of the waterway, and the deposit of spoil or
other matter; this waiver and release of damages being intended as a continuing covenant
which shall run with the land and be binding upon me and my successors in ownership of said
land.

And I hereby covenant and certify that I am the true and lawful owner of said land and premises and that I have the right to make this covenant and release.

In testimony whereof, I, Albert Walls, have caused this instrument to be executed on this 28th day of March, A.D. 1936.

ATTEST: John J. Gross
Notary Seal Commission expires March 24, 1940.

Albert Walls

STATE OF NEBRASKA)
COUNTY OF CUMING)

Before me, the undersigned authority, on this day personally appeared Albert Walls known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at West Point, Nebraska this the 28th day of March, A.D. 1936.

(SEAL) John J. Gross Notary Public in and for Cuming County, Nebraska.
Commission Expires March 24, 1940.

Filed for record at 9 o'clock A. M. Oct 5 1938 H. R. Stevens, Clerk County Court
Brazoria County, Texas. By Bob Monarch, Deputy

- - - 0 0 0 - - -

8219

STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT I, J. B. Abbott for and in consideration of the appropriations made and to be made by the Congress of the United States of America, and of the contributions by local interests for the construction of the Louisiana and Texas Intracoastal Waterway through Brazoria County, Texas does hereby give and grant unto the United States of America the right, power and privilege to deposit spoil and other excavated material during the construction and subsequent maintenance of the waterway on the following described tract of land in Brazoria County, Texas;

All of the J. B. Abbott 8-acre tract of land known as Lot No. 9, located in the Brazos Coast Investment Company Subdivision No. 8, P. J. Calvit Survey, Abstract No. 61, Brazoria County, Texas.

All as shown by map on file in the office of the County Clerk of Brazoria County, Texas.

I do hereby expressly waive, and release said United States of America, its officers, agents, servants, and contractors from any and all claim for damages which may result from the construction and maintenance of the waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon me and my successors in ownership of said land.

And I do hereby covenant and certify that I am the true and lawful owner of said land and premises, and that I have the right to make this covenant and release.

In testimony whereof I, J. B. Abbott have caused this instrument to be executed this 4th day of April A. D. 1936.

ATTEST:
Lloyd Blanchard
Loy Gomez

J. B. Abbott

STATE OF LOUISIANA)
PARISH OF IBERVILLE)

Before me, the undersigned authority, on this day personally appeared J. B. Abbott

26619

Order Admitting Will To Probate

Case # 3034

STATE OF NEBRASKA, } ss.
Cuming County,

No. 3034

In the matter of proving the last will and testament of Albert F. Walla
late of said county, deceased.

Now on this 2nd day of June, 19 52, this cause came
on for hearing, and it appearing to me, from the proof now on file, that all proper parties to this proceeding have been
duly notified; whereupon Jerome E. Jerman and John J. Gross
subscribing witnesses to said
written instrument, were sworn and examined in open court.

On consideration whereof, I find that said will was duly executed by said Albert F. Walla
as required by the law of the State of Nebraska. That the said
testator, at the time of making said will, was of full age, of sound mind and memory, and not under restraint, and was
in all respects competent to devise real and personal estate; and that said will has been duly proved, and should be al-
lowed as the last will and testament of said Albert F. Walla. It is therefore considered
by me that said last will and testament was duly executed, and that the same is genuine and valid, and that said last will
and testament be admitted to probate and established as a will of real and personal estate. And it is further ordered
that letters testamentary issue thereon to Bessie A. Walla upon his giving bond in the
sum of \$ 1000.00 and taking the oath required by law.

Homer A. McDonald
County Judge.

Filed this 2nd day of June 19 52
Homer A. McDonald
County Judge.

By: _____
Clerk County Court.

By: _____
Clerk County Court.

LAST WILL AND TESTAMENT.

KNOW ALL MEN BY THESE PRESENTS: That I, Albert F. Walla of West Point, Cuming County, Nebraska, being of sound and disposing mind and memory and under no restraint or compulsion, do hereby make, publish and declare this to be my Last Will and Testament in manner and form following, that is to say:

FIRST: I order and direct that my funeral expenses, expenses of last sickness and all claims and demands of every nature against my estate be first paid by my executrix hereinafter named as soon as practicable after my death.

SECOND: I give, devise and bequeath to my wife, Bessie A. Walla, all of the property of which I die seized, TO HAVE AND TO HOLD unto her and to her heirs and assigns forever.

THIRD: In the event that my said wife, Bessie A. Walla shall not be living at the time of my death, then I give, devise and bequeath all of the property of which I die seized to my granddaughter, Betty Wray Walla. Provided however, that if at the time of my death my said granddaughter shall not have reached the age of twenty-one years, then I appoint Walter Sievers of Scribner, Nebraska, her maternal grandfather, as trustee to collect, care for, invest and reinvest said property and pay the income thereof or so much thereof as shall be necessary for her support, maintenance and education until she shall reach the age of twenty-one years or marry, in which event, said trustee shall pay and convey all of said property to my said granddaughter. If however, my said granddaughter should die before she shall reach the age of twenty-one years, or marry, then my said trustee shall reduce all of said property to cash and shall pay one-half of the proceeds thereof to Margaret Durkee, mother of my said granddaughter, and shall pay the remaining one-half to my nephews, Frank Urbanus and Albert Walla and my niece, Josie Vales in equal shares.

RECORDERS MEMORANDUM
At the time of recording, this instrument was found to be inadequate for the best photo-
graphic reproduction because of illegibility, carbon,
photo-copy, discolored paper, etc. All blanks,
cuts, additions and changes were present at the
time the instrument was filed and recorded.

FOURTH: In the event that my said wife and said grand-daughter shall neither be living at the time of my death, then I give one-half of all of the property of which I die seized to Margaret Durkee, mother of my said granddaughter and one-half thereof to my nephews, Frank Urbanus and Albert Walla, and my niece, Josie Vales in equal shares, and in the event that the same cannot be divided to the satisfaction of all of said devisees and legatees, then I direct that the administrator with the Will annexed of my estate shall reduce the same to cash and divide the same as aforesaid.

FIFTH: I do hereby appoint my wife, Bessie A. Walla, to be the executrix of this Last Will and Testament.

SIXTH: I do hereby revoke any and all former Wills by me at any time made.

Signed this 15th day of May, 1944.

Albert J. Walla

The foregoing instrument was on the day of the date thereof, signed, published and declared by the testator as and for his Last Will and Testament in our presence and in the presence of each of us, and we at his request and in his presence and in the presence of each other sign our names hereto as attesting witnesses. And said testator at the time of signing the same appeared to be of sound and disposing mind and memory and under no restraint or compulsion.

James E. Jensen of West Point, Nebraska.
John Jensen of West Point, Nebraska.

Filed for Probate
May 14 - 1944
Homer A. M. Smith,
Co. Judge

Admitted to Probate
and
Filed for Record
June 2 - 1944
Homer A. M. Smith,
Co. Judge

CERTIFICATE OF PROBATE

State of Nebraska }
Cuming County } ss.

On this 2nd. day of June, 1952, the within Last Will and Testament of Albert F. Walla, Deceased, was duly proved ^{me} the undersigned Judge, as the Last Will and Testament of the Real and Personal Estate of said deceased, and the same was admitted to probate and filed for record in this office.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the County Court of said County, at the County Court Room, on the day and in the year above written in this certificate.

Harold M. Adams
County Judge

DEED
VOL 1531 PAGE 301

In the County Court of Cuming County, Nebraska

IN THE MATTER OF THE ESTATE OF

Albert F. Walla

Deceased.

Letters Testamentary.

STATE OF NEBRASKA
CUMING COUNTY

ss.

No. 3034

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Be it known that on the 2nd day of June A. D., 19 52, before me, Homer A. McDonald, the county judge of said county, of Cuming, at the county court room therein, the last will and testament of Albert F. Walla, late of Cuming County, Nebraska, deceased was proved, allowed and admitted to probate by me and entered of record in said court.

Now, therefore, Bessie A. Walla the executrix having given the bond and taken the oath required by law, administration is hereby granted to her of all and singular the goods, and chattels, rights, credits, effects and estate of the said Albert F. Walla, deceased, in whosoever hands the same may be found, and she authorized, and required to pay and discharge all debts, legacies and charges chargeable against said estate, or such dividends thereon as shall be ordered and decreed by the said county court, and to well and truly discharge and perform all the duties enjoined upon them by law and said will. Within three months from this date she will make a true inventory of the real estate and of all the goods and chattels, rights, credits and effects of said Albert F. Walla, deceased, which shall come to her possession or knowledge, and will render an account of her administration to this court within one year from the date hereof, and at any other time when required by this court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at West Point in said county, this 2nd day of June A. D., 19 52

Homer A. McDonald
County Judge.

(SEAL)

By Clerk County Court.

THE STATE OF NEBRASKA
CUMING COUNTY

ss.

I Judge of the County Court for said County, and ex-officio Clerk thereof, do hereby certify that I have compared the foregoing copy of Letters Testamentary with the original record thereof now remaining on file in this office and have found the same to be a correct transcript therefrom, and of the whole of such original Letters. And I further certify that the same are still in full force and effect.

WITNESS my official signature and the Seal of the County Court of said County this day of 19

County Judge.

By Clerk County Court.

Filed this 2nd day of June 19 52
Homer A. McDonald
County Judge.

By Clerk County Court.

IN THE COUNTY COURT OF CUMING COUNTY, NEBRASKA.

In the Matter of the Estate)
) ORDER ASSESSING INHERITANCE TAX
of Albert F. Walla, Deceased)

Now on this 12 day of May, 1953, this matter came on to be heard upon the appraisal of and assessment of inheritance tax against the estate of Albert F. Walla, deceased and upon the evidence on consideration whereof, the Court finds that hearing upon the value of the real estate belonging to said deceased has heretofore been held, Charles Marquardt and F. H. Wackel having testified as to the value thereof, and that the values shown in the inventory are the true market values of the personal property.

The Court finds from the evidence and from the examination of the Inventory that the value of the property belonging to said estate is as follows:

South Half of the South Half of Section	
2, Township 24 North, Range 5 East of	
the 6th P. M. in Cuming County, Nebraska	\$36,000.00
Lot 4, Block 91 City of West Point	12,000.00
American Business Shares	1,400.00
Standard Commercial Tobacco Co. - Shares no value	
Incorporated Investors - Shares	1,681.00
Republic of Colombia - Bond	520.00
E Bonds	11,930.00
G Bonds	8,000.00
Occidental Building & Loan - Stock	3,000.00
Cash on hand at time of death	<u>1,049.76</u>
Total - - - - -	\$75,580.76

That there should be deducted from the foregoing amount for inheritance tax purposes the following:

Funeral Expenses	\$943.00
Executors Commission	602.61
Attorney's Fee	1,712.62
Court Costs	115.00
Homestead Interest of Bessie A. Walla in	
Lot 4, Block 91, City of West Point, Nebr.	4,765.18
Widow's Statutory - one half	37,790.38
Statutory exemption	<u>10,000.00</u>
Total Deductions - - - - -	\$55,928.79

leaving a balance subject to taxation of \$19,651.97.

The Court therefore finds from the evidence that the interest of Bessie A. Walla in the amount of \$19,651.97 is subject to tax

DEED
VOL 1531 PAGE 303

at the rate of \$1.00 per hundred being a total tax of \$197.00.

It is therefore ordered that Bessie A. Walla pay an inheritance tax the sum of \$197.00 together with interest at the rate of 7% per annum unless paid within the statutory period.

It is further ordered that the County Treasurer pay to each of F. H. Wackel and Charles Marquardt the sum of \$25.00 for their services as appraisers out of any funds in his hands for that purpose.

WITNESS my hand and official seal the day and year first above written.

Harvey M. M. (Seal)
County Judge

Filed June 1-1903
Harvey M. M. (Seal)
F. M. M.

IN THE COUNTY COURT OF CUMING COUNTY, NEBRASKA.

In the Matter of the Estate)
of Albert F. Walla, Deceased) FINAL DECREE

Now on this 23rd day of June, 1953, this matter came on to be heard upon the final report and petition for distribution of Bessie A. Walla, Executrix of the Estate of Albert F. Walla, deceased and upon the evidence on consideration whereof, the Court finds that due and legal notice of the filing of said report and petition and of the time and place of hearing thereon has been given as required by law; that said report is true and correct and ought to be allowed as the final account of the acts and doings of said Executrix in the administration of said estate.

The Court further finds that since the filing of said report said Executrix has paid the Court costs of this court in full.

The Court further finds that the funeral expenses, expenses of last sickness and all claims and demands of every nature against said estate have been paid in full; that all due proceedings have been had for the proper filing, examination and allowance of claims against said estate/including the giving of notice to creditors to present their claims; that the time limited by order of court for the presentation of claims has expired; that no claims were presented and that an order has been entered barring all claims and demands of every nature against said estate not filed; that the inheritance tax against said estate has been paid in full and that said estate is not subject to Federal Estate tax.

The Court further finds that said deceased died seized of the following described real estate, to-wit: South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$) of Section Two (2), Township Twenty-Four (24) North, Range Five (5) East of the 6th P. M. and Lot Four (4)

Block Ninety-One (91) City of West Point all in Cuming County,
Nebraska.


The Court further finds that the only heirs at law of
said deceased and the only persons interested in said estate
are Bessie A. Walla, widow and sole legatee and devisee under
said Will and Betty Wray Walla, grand-daughter.

It is therefore CONSIDERED, ORDERED, ADJUDGED AND DECREED
that said report be and the same is hereby allowed as the final
account of the acts and doings of said Executrix in the administration
of said estate.

It is further ordered that the real and personal property
belonging to said estate be and the same is hereby assigned
and distributed to Bessie A. Walla as sole legatee and devisee.

It is further ordered that upon the filing of receipts
showing payment of all sums to be paid by her, said Executrix
be discharged.

WITNESS my hand and official seal the day and year first
above written.


James B. McDaniel
County Judge

Filed June 23- 1903

James B. McDaniel
County Judge



OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

ADDRESS REPLY TO
COMMISSIONER OF INTERNAL REVENUE
AND REFER TO

DEED
VOL. 1531 PAGE 306
U. S. TREASURY DEPARTMENT
WASHINGTON 25

O:A:UE -1-52-30290- Nebraska
Estate of - Albert F. Walla
Date of Death - May 9, 1952

OCT 6 1953

Bessie A. Walla, Executrix
West Point, Nebraska

Dear Mrs. Walla:

As a result of the examination of the Federal estate tax return filed for the above-named estate, it has been determined that there is no liability for estate tax.

Very truly yours,

Robert L. Jack
Acting Director
~~Chief~~ Audit Division

FILED

JUN 26 1957

MILD A. KONOPIK, County Judge

Clark County Court

Form 6973
(Rev. Sept. 1952)

*Record 43
Page 696*

317—Discharge of Administrator, Executor or Guardian.

DEED

VOL 1531 PAGE 307

THE STATE OF NEBRASKA, }
CUMING }
COUNTY }

VS.

IN THE COUNTY COURT OF SAID COUNTY:

In the Matter of the Estate of Albert F. Walla

TO Bessie A. Walla OF SAID COUNTY, GREETING:

Whereas, It appears by the Records and proceedings of said Court, that you, the said Bessie A. Walla,

Executrix, have in all things faithfully and justly performed and discharged

all and singular the duties and obligations which by law and the orders of said Court were required of, and enjoined upon you as such Executrix and that you have

duly and fully accounted for and administered all of said Estate which has come into your possession in pursuance of law.

Therefore, In consideration of the premises, you, the said Executrix

are hereby discharged, exonerated and acquitted from any and all liabilities and troubles concerning your administration of said Estate, and your doings and proceedings are forever quieted, in so far as all matters and things which have come before this Court are concerned, and your Letters Testamentary

heretofore granted are hereby revoked and annulled.

In witness whereof, I have heretunto set my hand, and the seal of said Court

this 26th day of June A. D. 19 57

Milo C. Konosik

County Judge.

Record 43
Page 676

STATE OF NEBRASKA)
COUNTY OF CUMING)

ss

CERTIFICATION OF RECORD

I, James J. Duggan, County Judge within and for said County and State, do hereby certify that the within and foregoing is a true copy of the Order admitting Will to Probate, Last Will and Testament with Certificate of Probate thereto, Letters Testamentary, Order Assessing Inheritance Tax, Final Decree, Federal Estate Tax Determination, and Discharge of Executrix,

Docket "J", Page 494, Case No. 3034

in the matter of the Estate of Albert F. Walla,
Deceased, as the same appears on file and of record in this office.

Witness my hand and official seal this 12th day of May,
19 80.

FILED FOR RECORD

AT 3:33 O'CLOCK P M.

SEP 12 1980

H. R. STEVENS, JR.

CLERK COUNTY COURT, BRAZORIA CO., TEXAS

BY H. R. Stevens, Jr. DEPUTY



James J. Duggan
County Judge

by Effie V. Kahler
Clerk of County Court

CERTIFICATES FOR PURPOSE OF AUTHENTICATION

STATE OF NEBRASKA)
COUNTY OF CUMING)

ss

I, James J. Duggan, Judge of the County Court in and for said County, do hereby certify that said Court is a Court of Record, having and exercising general original jurisdiction in all matters pertaining to probate, that Effie V. Kahler, who executed the preceding certificate, is now and was at the time of so doing, the Clerk of the County Court in and for said County; duly appointed and qualified; that her signature is genuine; that the Seal thereof is the regular seal of said Court; that she is the proper custodian of the records and seal of said court; that she is the proper official to give said Certificate; that said Certificate is in due form of law; and that to the foregoing transcript of the record of said Court, as so certified, and annexed to said Certificate, full faith and credit ought to be given.

Witness my hand and official seal at West Point, Nebraska, this 15th
day of May, 19 80.



James J. Duggan
County Judge

STATE OF NEBRASKA)
COUNTY OF CUMING)

ss

I, Effie V. Kahler, Clerk of the County Court in and for said County and State, do hereby certify that the Honorable James J. Duggan, who executed the preceding certificate is now, and was at the time of so doing, County Judge in and for Cuming County, in the State of Nebraska, duly elected and qualified, to all of whose acts as such, full faith and credit are and ought to be given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said Court at West Point, Nebraska, this 15th day of May, 19 80



Effie V. Kahler
Clerk of County Court

26620

LAST WILL AND TESTAMENT

KNOW ALL MEN BY THESE PRESENTS: That I, Bessie A. Walla of West Point, Cuming County, Nebraska being of sound and disposing mind and memory and under no restraint or compulsion do hereby make, publish and declare this to be my Last Will and Testament in manner and form following, that is to say:

FIRST: I order and direct that my funeral expenses, expenses of last sickness and all claims and demands of every nature against my estate be first paid by my Executor hereinafter named.

SECOND: After the payment of debts and expenses as provided in Paragraph "FIRST" I give and bequeath the following sums:

To Frank Urbanus nephew of my deceased husband the sum of \$500.00;
To Marie Urbanus niece of my deceased husband the sum of \$500.00;
To Rene Stekl grand-nephew of my deceased husband the sum of \$250.00;
To Mirke Stekl wife of Rene Stekl the sum of \$250.00;

In the event that any of said legatees shall die prior to my death then the legacies of that legatee shall go to the brother or sister or the spouse of the above named legatees as the case may be.

THIRD: If I have not already made a contribution to the Congregational Church of West Point prior to my death, then I give and bequeath to said Church the sum of \$1,000.00 but if I have already made such donation to the Church then I give an additional \$250.00 out of my estate, such amount or amounts to be used for Church purposes as the Trustees may designate.

FOURTH: I give and bequeath the sum of Ten Thousand (\$10,000.00) Dollars to Margaret Durkee, mother of my grand-daughter Betty Mae Walla.

FIFTH: I give and bequeath the sum of Ten Thousand (\$10,000.00) to Bert Durkee husband of Margaret Durkee.

The foregoing legacies shall be paid by my Executor as soon as he shall deem practicable after my death out of any personal property remaining on or hand at the time of my death.

SIXTH: I give and bequeath to Margaret Durkee as Trustee the sum of Two Thousand (\$2,000.00) for each of her four children, Bert, Ed, Roger, Sandra and Laren to be used for the purpose of

their education after they graduate from High School which sums she shall invest in securities to be approved by the probate court in which this Will is probated, she to use the principal and income thereof for the purpose of their education and maintenance while in school. Provided that if one or more of said children shall die before finishing his or her education then any amount remaining in the share of that child shall be used for the benefit of the other children. Provided further that if any amount shall remain in said fund due to the death of any one of said children, then the same shall be distributed in equal shares to the brothers or sisters of said deceased child.

SEVENTH: All the rest and residues of my estate, real or personal wheresoever situated, I give, devise and bequeath to my grand-daughter Betty Gray Walla and in the event that she is not of the age of twenty-one years at the time I die then I appoint her mother Margaret Durkee as Trustee, she to take possession of all real and personal property and manage and invest and re-invest the same until such time as my said grand-daughter shall reach the age of twenty-one years or marry which ever is sooner. In the event that my said grand-daughter shall die prior to my death, then the property which she would have received under this Will shall go to the persons who are her heirs at law.

EIGHTH: I do hereby appoint John J. Gross as Executor of this Will and in the event that he shall die prior to my death, then I appoint Walter Sievers of Scribner Nebraska to act as such Executor.

NINTH: I do hereby revoke any and all former Wills by me at any time made.

Signed this 25th day of June, 1953.

Bessie A. Walla

The foregoing instrument was on the day of the date thereof

(RECORDED AS PER ORIGINAL)

signed, published and declared by Bessie M. Lalla, the testatrix,
as and for her Last Will and Testament in our presence and in
the presence of each of us, and we at her request and in her
presence and in the presence of each other sign our names hereto
as attesting witnesses. And said testatrix at the time of signing
the same appeared to be of sound and disposing mind and memory
and under no restraint or compulsion.

W. A. Kerl of West Point, Nebraska.
John J. Goss of West Point, Nebraska.

Filed for Probate
FEB 25, 1957
Milo A. Korotak
C. Judge

admitted to Probate
March 18, 1957
Milo A. Korotak
County Judge

(RECORDED AS PER ORIGINAL)

DEED
VOL 1531 PAGE 312

In the County Court of CUMING County, Nebraska.

In the Matter of Estate No. 4265 of }
Bessie A. Walla }
Deceased }

CERTIFICATE OF
PROBATE OF WILL

This is to certify that, on this 18th day of March 1957, the above and foregoing instrument was found to be the last will and testament of said deceased and was duly approved, according to law, as the last will and testament of the real and personal estate of said deceased and the same was admitted to probate and ordered recorded as such.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Milo A. Kerslake
County Judge

IN THE COUNTY COURT OF CUMING COUNTY, NEBRASKA.

In the Matter of the Estate
of Bessie A. Walla, Deceased

FINAL DECREE

Now on this 19th day of November, 1957, this matter came on to be heard upon the Final Report and Petition for Distribution of John J. Gross, Executor of the Last Will and Testament of Bessie A. Walla, deceased, and upon the evidence on consideration whereof the Court finds that due and legal notice of the filing of said report and petition and that the time and place of hearing thereon has been given as required by law and that said report is true and correct and ought to be allowed as the final account of the acts and doings of said Executor in the administration of said estate.

The Court further finds that since the filing of said report, said Executor has paid out the following sums:

West Point Light & Water Works, final account	\$ 1.00
County Treasurer, personal taxes	15.84
Abstract of title	60.00
Court costs	115.05
Attorneys fees	1897.04
Total	<u>\$2088.93</u>

Leaving a balance on hand of \$8,268.27.

The Court further finds that the funeral expenses, expenses of last sickness and all claims, demands, legacies and other charges against said estate including the estate and inheritance taxes have been paid in full; that all due proceedings have been had for the proper filing, examination and allowance of claims against said estate including the giving of notice to creditors to present their claims; that the time limited by order of Court for the presentation of claims has expired; that all claims presented were allowed and have been paid in full; that an order has been entered barring all claims and demands of every nature against said estate not filed.

The Court further finds that said deceased died seized of the following described real estate, to-wit:

Lot Four (4), Block ^{Ninety-one} (91), City of West Point
and
The South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$) of Section
Two (2), Township Twenty-four (24) North, Range
Five (5) East of the 6th P. M. all in Cuming County,
Nebraska.

The Court further finds that Bert Durkee named as legatee in said Will has renounced the legacy provided therein and the same falls into the residue of said estate; that said deceased had made a contribution to the Congregational Church of West Point prior to her death and that therefore the legacy to the said Church was \$250.00 which was paid.

The Court further finds that the only heir at law of said deceased and the only person interested in said estate is Betty Wray Walla, Granddaughter.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that said report be and the same hereby is allowed as the final account of the acts and doings of said Executor in the administration of said estate.

IT IS FURTHER ORDERED that said balance remaining be distributed to Betty Wray Walla, the residuary legatee and that said real estate be assigned according to the terms and provisions of said Last Will and Testament of Bessie A. Walla, deceased to Betty Wray Walla.

IT IS FURTHER ORDERED that upon the filing of receipts showing payment of sums to be paid by him said Executor be discharged.

Milo A. Kozopik
County Judge

FILED

NOV 19 1957

M.K.
MILO A. KOZOPIK, County Judge

Clark County Court

STATE OF NEBRASKA)
COUNTY OF CUMING)

ss

CERTIFICATION OF RECORD

I, James J. Duggan, County Judge within and for said County and State, do hereby certify that the within and foregoing is a true copy of the Last Will and Testament with certificate of probate attached and Final Decree,

in the matter of the Estate of BESSIE A WALLA, deceased
Deceased, as the same appears on file and of record in this office.

Witness my hand and official seal this 28th day of February,
19 80.



James J. Duggan
County Judge

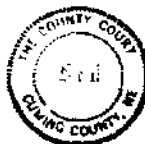
by Effie V. Kahler
Clerk of County Court

CERTIFICATES FOR PURPOSE OF AUTHENTICATION

STATE OF NEBRASKA)
COUNTY OF CUMING) ss

I, James J. Duggan, Judge of the County Court in and for said County, do hereby certify that said Court is a Court of Record, having and exercising general original jurisdiction in all matters pertaining to probate, that Effie V. Kahler, who executed the preceding certificate, is now and was at the time of so doing, the Clerk of the County Court in and for said County; duly appointed and qualified; that her signature is genuine; that the Seal thereof is the regular seal of said Court; that she is the proper custodian of the records and seal of said court; that she is the proper official to give said Certificate; that said Certificate is in due form of law; and that to the foregoing transcript of the record of said Court, as so certified, and annexed to said Certificate, full faith and credit ought to be given.

Witness my hand and official seal at West Point, Nebraska, this 28th
day of February, 19 80.



James J. Duggan
County Judge

STATE OF NEBRASKA)
COUNTY OF CUMING)

Filed for Record at 3:33 o'clock P. M. Sept 12 1980 H.R. Stevens, Jr:
Clerk County Court, Brazoria Co., Texas By Helena Paulka Deputy

I, Effie V. Kahler, Clerk of the County Court in and for said County and State, do hereby certify that the Honorable James J. Duggan, who executed the preceding certificate is now, and was at the time of so doing, County Judge in and for Cuming County, in the State of Nebraska, duly elected and qualified, to all of whose acts as such, full faith and credit are and ought to be given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said Court at West Point, Nebraska, this 28th day of February, 19 80



Effie V. Kahler
Clerk of County Court

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 11-73-10M
To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

WARRANTY DEED

(Standard Form)

DEEDVOL **1531** PAGE **316**

THE STATE OF TEXAS

COUNTY OF

Brazoria

} KNOW ALL MEN BY THESE PRESENTS:

That BETTY WRAY WALLA de GROH

of the County of COOK and State of ILLINOIS for and in
consideration of the sum of *Ten & no/100* DOLLARS
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged,

has es
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
FISH ENGINEERING & CONSTRUCTION, INC., a Texas Corporation

of the County of Harris and State of Texas, all of
the following described real property in *Brazoria* County, Texas, to-wit:

Block 58, of the Brazos Coast Investment Company Subdivision #8, in
the J. Calvit League, Abstract #51, Brazoria County, Texas,
according to the recorded map or plat thereof recorded in Volume 2,
page 143 and 144 of the Plat Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and
successors
appurtenances thereto in anywise belonging, unto the said grantee, its / heirs and assigns forever;
and I do hereby bind my heirs, executors and administrators to WARRANT
AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The grantor herein is married to Henry de Groh, Jr. The property
conveyed herein is not and never was homestead property and was received
by the undersigned by inheritance from her grandmother, Bessie Wray
Walla, late of Cuming County, Nebraska.

EXECUTED this 30th day of July, A.D. 19 80

Betty Wray Walla de Groh
Betty Wray Walla de Groh

This instrument was prepared by
JOHN M. TELLEN, Attorney
200 Cleveland Building
ROCK ISLAND, ILL. 61201

FILED FOR RECORD

AT 3:33 O'CLOCK P.M.

SEP 12 1980

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY John Walla DEPUTY

(Acknowledgment)

THE STATE OF ILLINOIS

COUNTY OF COOK

Notary Public

For me the undersigned authority, on this day personally appeared Betty Wray Walla de Groh

known to me by the person whose name is subscribed to the foregoing instrument, and acknowledged to me

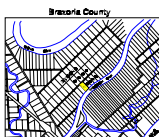
that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 30th day of July, A.D. 19 80.

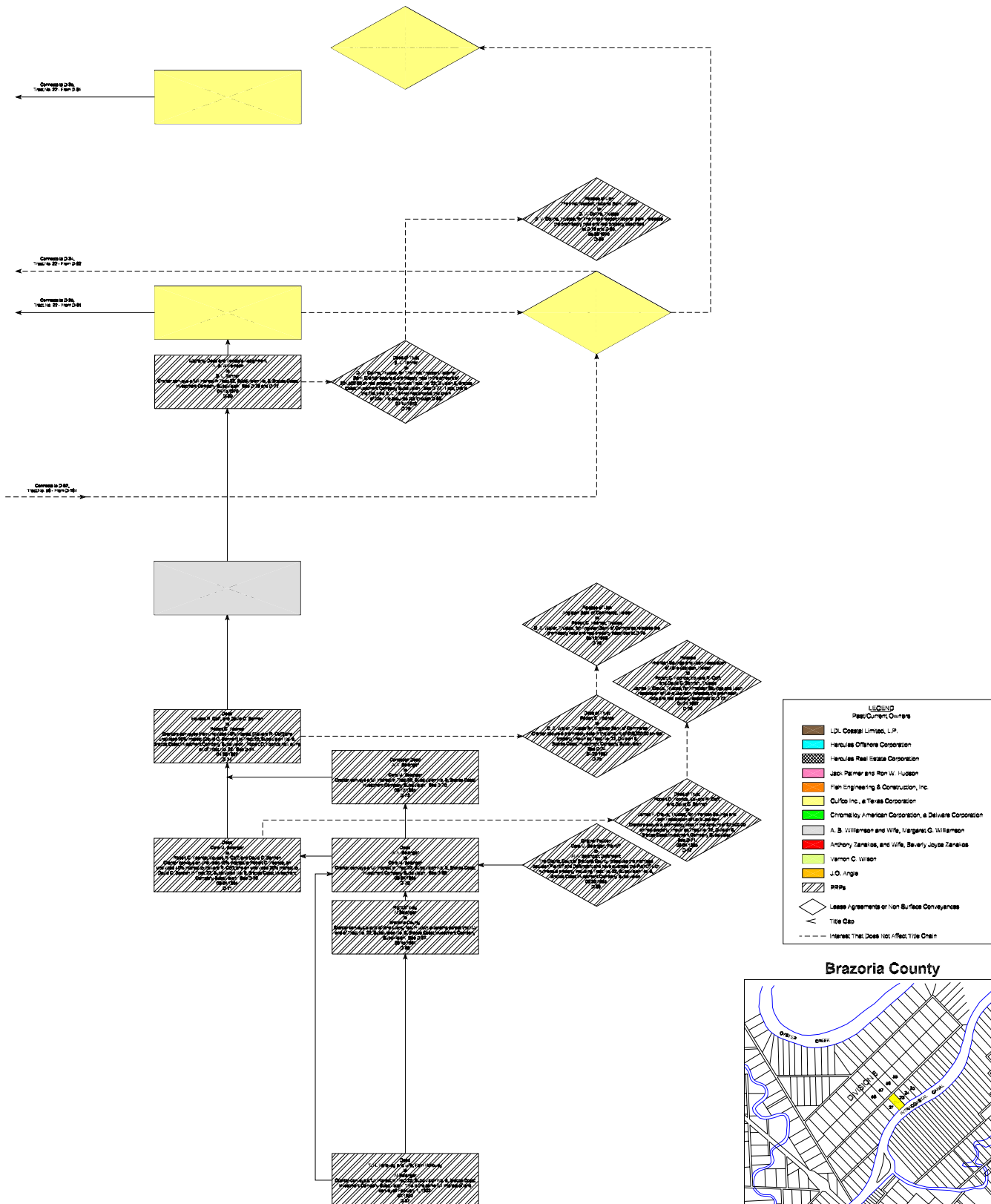
Anna Marie DeTee
Notary Public in and for Cook County, ILL.

My commission expires: 3-23-1982

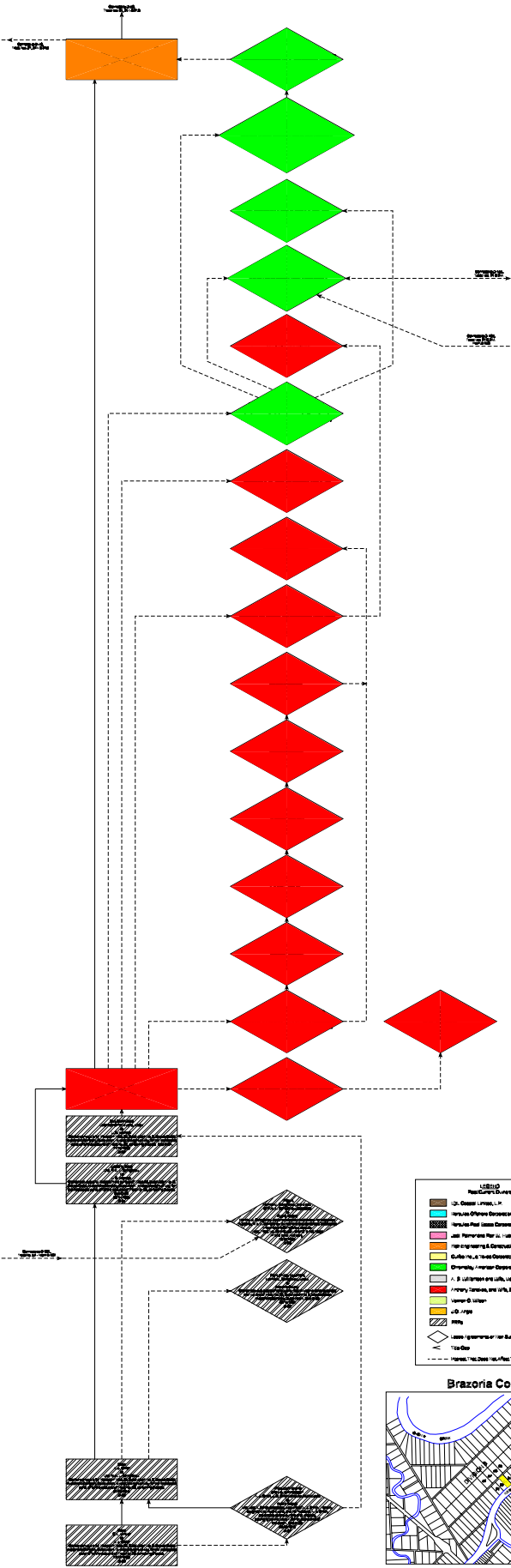
ATTACHMENT 2
TITLE TREE DIAGRAMS



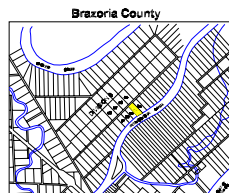
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TITLE TREE



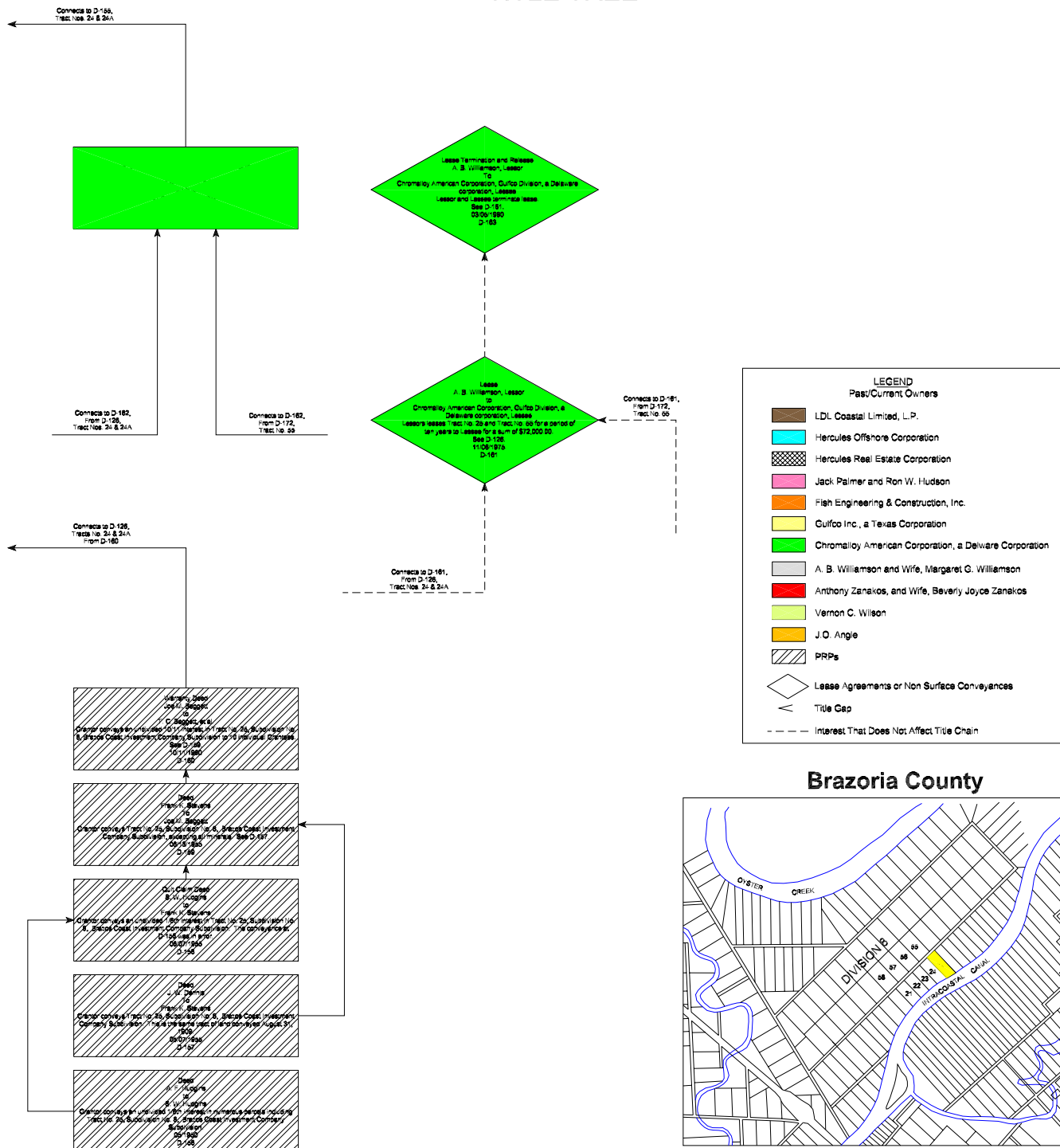
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TRACT NO. 23
TITLE TREE



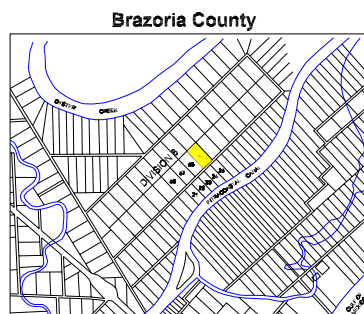
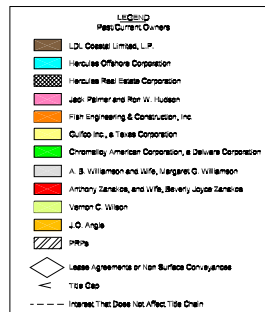
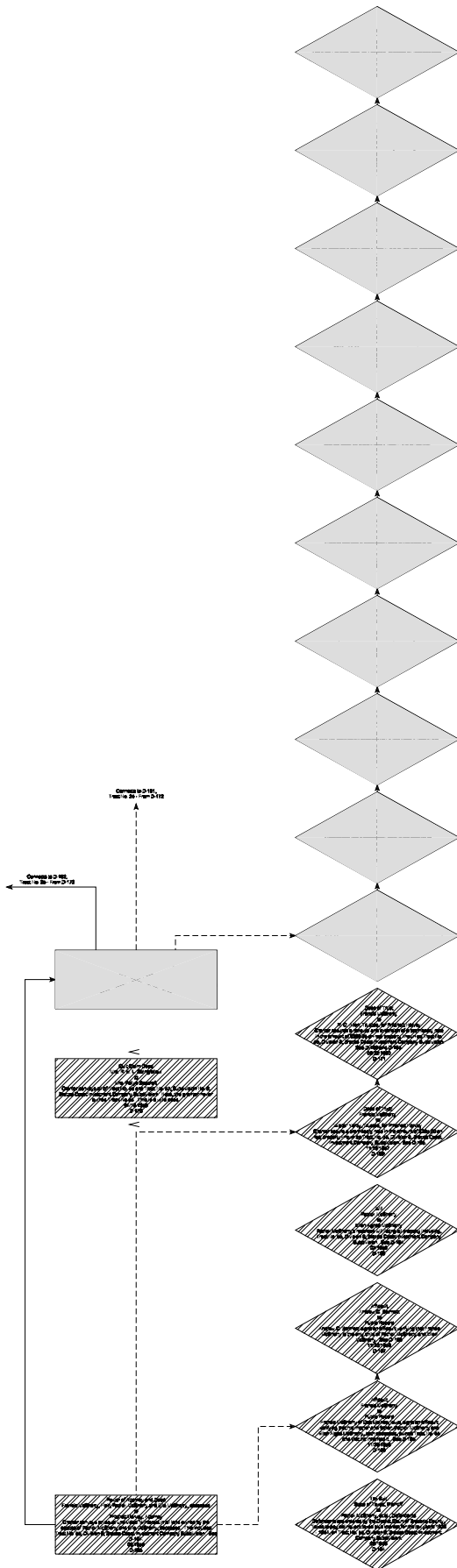
- LEGEND**
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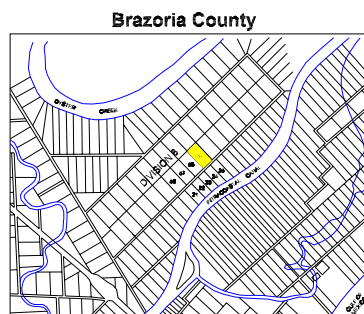
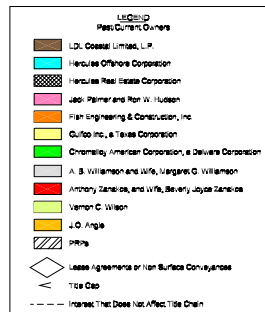
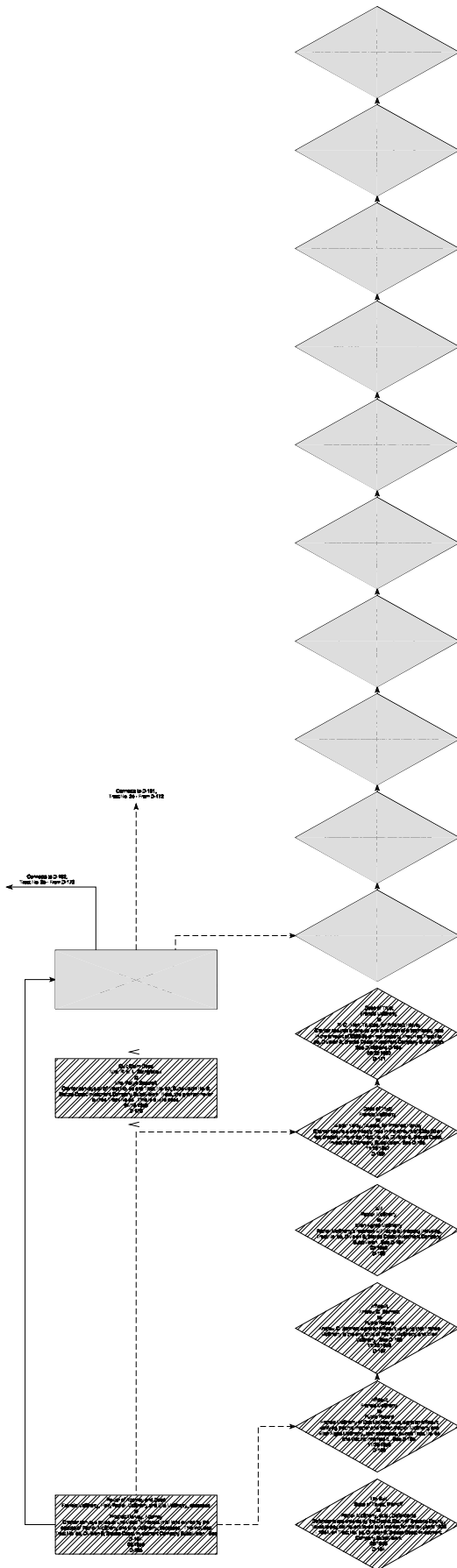
GULF CO MARINE
BRAZORIA COUNTY TEXAS
TRACT NO. 25
TITLE TREE



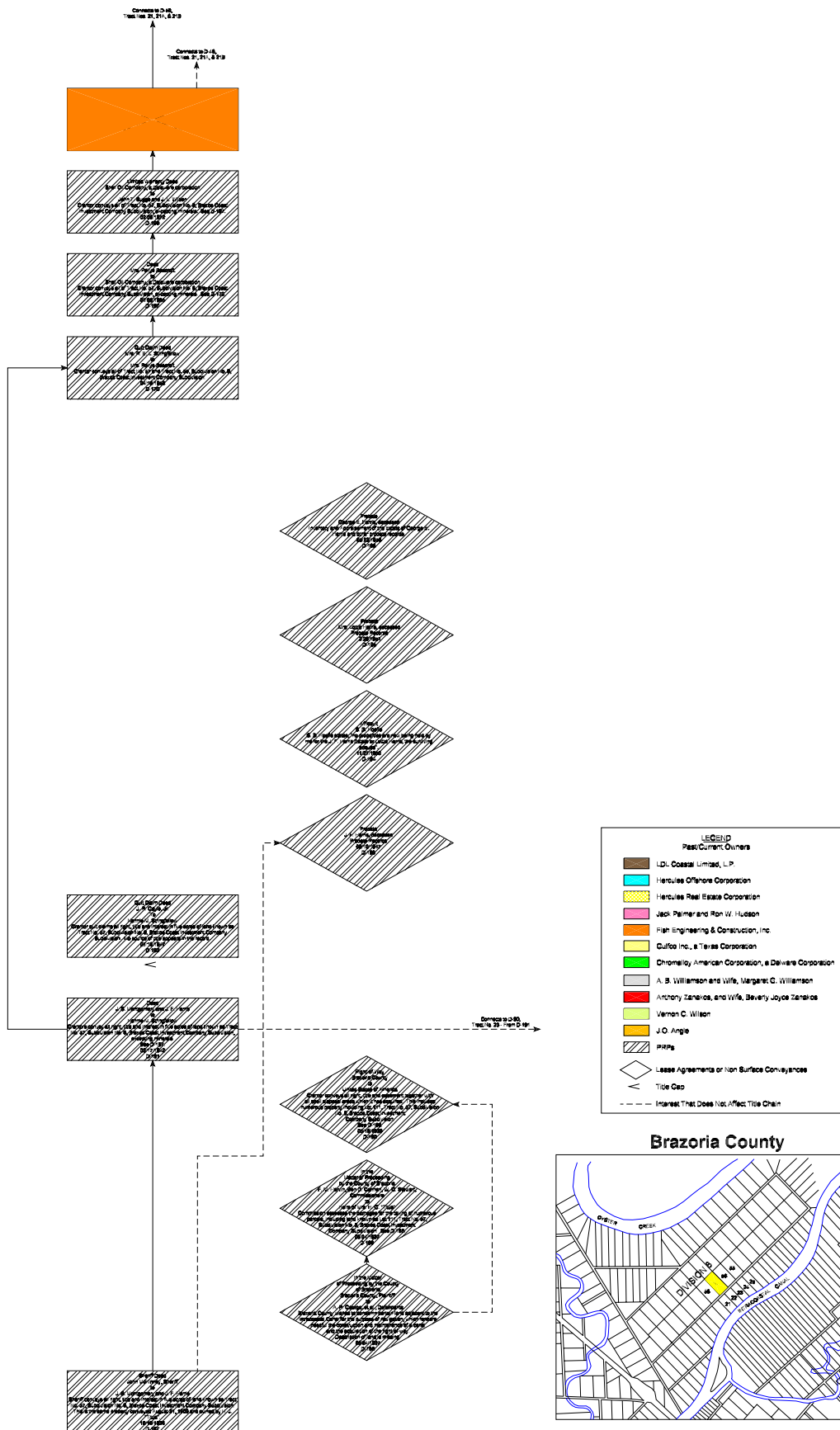
GULF CO MARINE
BRAZORIA COUNTY TEXAS
TRACT NO. 55
TITLE TREE



GULF CO MARINE
BRAZORIA COUNTY TEXAS
TRACT NO. 55
TITLE TREE



GULF CO MARINE
BRAZORIA COUNTY TEXAS
TRACT 57
TITLE TREE



GULF CO MARINE
BRAZORIA COUNTY TEXAS
TRACT 58
TITLE TREE

